

Appendix B

Field Compaction Tests

WEAVER BOOS CONSULTANTS, INC.

200 S. Michigan Ave., Chicago, IL 60604 (312) 922-1030

1944 N. Griffith Blvd., Griffith, IN 46319 (219) 923-9609

**REPORT ON
FIELD COMPACTION TESTS**

CLIENT		PROJECT	FILE NO.	97094.02
R & M Enterprises, Inc. 18501 Clark Road Lowell, IN		Fedderler C/D Landfill North Facility, East Cell Clay Liner Construction	DATE	3/11/98
			SHEET	1 of 1
			REPORT NO.	1

TYPE OF FILL		CONDITION OF GRADE		METHOD OF COMPACTION	
STONE		SMOOTH	FROZEN	VIBRATING PLATE	
SAND		ROUGH	SOFT	VIBRATING ROLLER	
CLAY	X	WET	LOOSE	SHEEPSFOOT ROLLER	X
SLAG		DRY	FIRM	RUBBER TIRE ROLLER	

LABORATORY DATA AND PROCEDURES				FIELD TEST METHOD	
ASTM D 1557		METHOD	STANDARD	ASTM D 1556 (SAND CONE)	
ASTM D 698	X	METHOD			
ASTM D 4254					
PROJECT SPECIFICATIONS				ASTM D 2922 (NUCLEAR)	
				X	
				SPECIFICATION REQUIREMENTS	
REFERENCE TEST NO.	TP-1	TP-2		95 % OF MAXIMUM DENSITY	
MAX REL DENSITY (PCF)	117.5	120.3		% OF RELATIVE DENSITY	
OPTIMUM MOISTURE %	12.2	12.4		CLAY LINER FLOOR	

DATE OF TEST	REF. NO.	TEST NO.	DRY DENSITY (PCF)	MOIST. %	COMPACTION %	PASS OR FAIL	DEPTH	NORTHING	EASTING	ELEV.	LIFT #
2/25/98	TP-2	CLF-1	117	13.8	97.3%	P	8 in.	2203525	2850600	677.24	1
2/25/98	TP-2	CLF-2	119.5	12.8	99.3%	P	8 in.	2203525	2850600	677.36	1
2/25/98	TP-2	CLF-3	120.1	12.7	99.8%	P	8 in.	2203530	2850685	677.41	1
2/25/98	TP-2	CLF-4	120.0	13.3	99.8%	P	8 in.	2203475	28250690	677.39	1
2/25/98	TP-2	CLF-5	116.5	14.7	96.8%	P	8 in.	2203480	2850605	677.28	1
2/25/98	TP-2	CLF-6	117.9	14.2	98.0%	P	8 in.	2203500	2850620	677.47	1
2/26/98	TP-2	CLF-7	123.5	12.6	102.7%	P	8 in.	2203535	2850590	678.09	2
2/26/98	TP-2	CLF-8	124.3	12.4	103.3%	P	8 in.	2203500	2850645	678.07	2
2/26/98	TP-2	CLF-9	123.4	12.6	102.6%	P	8 in.	2203525	2850690	678.09	2
2/26/98	TP-2	CLF-10	120.5	12.5	100.2%	P	8 in.	2203470	2850610	678.18	2
2/26/98	TP-2	CLF-11	123.0	12.7	102.2%	P	8 in.	2203480	2850660	678.12	2
2/26/98	TP-2	CLF-12	122.7	12.4	102.0%	P	8 in.	2203485	2850695	678.14	2
2/27/98	TP-2	CLF-13	121.7	12.6	101.2%	P	8 in.	2203490	2850620	678.98	3
2/27/98	TP-2	CLF-14	123.1	12.8	102.3%	P	8 in.	2203530	2850625	678.88	3
2/27/98	TP-2	CLF-15	121.6	13.1	101.1%	P	8 in.	2203540	2850670	678.93	3
2/27/98	TP-2	CLF-16	124.5	12.6	103.5%	P	8 in.	2203505	2850680	678.81	3
2/27/98	TP-2	CLF-17	123.1	12.4	102.3%	P	8 in.	2203480	2850695	678.92	3
2/27/98	TP-2	CLF-18	121.6	12.8	101.1%	P	8 in.	2203535	2850700	678.97	3
2/27/98	TP-2	CLF-19	121.6	13.3	101.1%	P	8 in.	2203515	2850705	678.84	3
3/6/98	TP-2	CLF-20	117.5	14.1	97.7%	P	8 in.	2203540	2850630	680.63	4
3/6/98	TP-2	CLF-21	118.4	12.8	98.4%	P	8 in.	2203495	2850635	680.24	4
3/6/98	TP-2	CLF-22	120.2	13.3	99.9%	P	8 in.	2203530	2850675	680.02	4
3/6/98	TP-2	CLF-23	119.6	14.2	99.4%	P	8 in.	2203490	2850680	679.91	4
3/6/98	TP-2	CLF-24	119.3	13.4	99.2%	P	8 in.	2203550	2850695	680.07	4
3/6/98	TP-2	CLF-25	118.4	14.9	98.4%	P	8 in.	2203495	2850700	679.83	4

* Test location on attached Plan if not described in remarks column.

Respectfully submitted,
Weaver Boos Consultants, Inc.

Distribution:

200 S. Michigan Ave., Chicago, IL 60604 (312) 922-1030
1944 N. Griffith Blvd., Griffith, IN 46319 (219) 923-9609

REPORT ON FIELD COMPACTION TESTS

[illegible]

* Test location on attached Plan if not described in remarks column.

Distribution:

Respectfully submitted,
Weaver Boos Consultants, Inc.

aug25clf.xls

WEAVER BOOS CONSULTANTS, INC.

200 S. Michigan Ave., Chicago, IL 60604 (312) 922-1030
 1944 N. Griffith Blvd., Griffith, IN 46319 (219) 923-9609

REPORT ON
FIELD COMPACTION TESTS

CLIENT		PROJECT	FILE NO.	97094.02
R & M Enterprises, Inc. 18501 Clark Road Lowell, IN		Feddeler C/D Landfill North Facility, East Cell Clay Liner Construction	DATE	4/20/98
			SHEET	1 of 1
			REPORT NO.	4

TYPE OF FILL		CONDITION OF GRADE		METHOD OF COMPACTION	
STONE		SMOOTH	FROZEN	VIBRATING PLATE	
SAND		ROUGH	SOFT	VIBRATING ROLLER	
CLAY	X	WET	LOOSE	SHEEPSFOOT ROLLER	X
SLAG		DRY	FIRM	RUBBER TIRE ROLLER	

LABORATORY DATA AND PROCEDURES				FIELD TEST METHOD	
ASTM D 1557		METHOD	STANDARD	ASTM D 1556 (SAND CONE)	
ASTM D 698	X	METHOD		ASTM D 2922 (NUCLEAR)	
ASTM D 4254				X	
PROJECT SPECIFICATIONS				SPECIFICATION REQUIREMENTS	
REFERENCE TEST NO.	TP-1	TP-2		95 % OF MAXIMUM DENSITY	
MAX REL DENSITY (PCF)	117.5	120.3		% OF RELATIVE DENSITY	
OPTIMUM MOISTURE %	12.2	12.4		CLAY LINER FLOOR	

DATE OF TEST	REF. NO.	TEST NO.	DRY DENSITY (PCF)	MOIST. %	COMPACT. ION %	PASS OR FAIL	DEPTH	NORTHING	EASTING	ELEV.	LIFT #
4/20/98	TP-2	CLF-44	120.4	13.5	100.1%	P	8 in.	2203375	2850515	677.41	1
4/20/98	TP-2	CLF-45	119.5	15.1	99.3%	P	8 in.	2203370	2850560	677.53	1
4/20/98	TP-2	CLF-46	120.5	14.2	100.2%	P	8 in.	2203370	2850605	677.34	1
4/20/98	TP-2	CLF-47	116.7	13.5	97.0%	P	8 in.	2203375	2850655	677.28	1
4/20/98	TP-2	CLF-48	117.4	12.8	97.6%	P	8 in.	2203370	2850710	677.76	1
4/20/98	TP-2	CLF-49	118.3	12.4	98.3%	P	8 in.	2203370	2850775	677.39	1
4/20/98	TP-2	CLF-50	117.9	14.3	98.0%	P	8 in.	2203380	2850770	678.04	2
4/20/98	TP-2	CLF-51	118.9	13.3	98.8%	P	8 in.	2203375	2850685	678.11	2
4/20/98	TP-2	CLF-52	114.3	12.8	95.0%	P	8 in.	2203385	2850655	678.12	2
4/20/98	TP-2	CLF-53	119.8	13.9	99.6%	P	8 in.	2203370	2850610	678.21	2
4/20/98	TP-2	CLF-54	122.0	15.5	101.4%	P	8 in.	2203380	2850560	678.18	2
4/20/98	TP-2	CLF-55	120.6	15.5	100.2%	P	8 in.	2203375	2850510	678.17	2
4/20/98	TP-2	CLF-56	122.6	16.1	101.9%	P	8 in.	2203380	2850515	679.02	3
4/20/98	TP-2	CLF-57	118.4	13.4	98.4%	P	8 in.	2203375	2850570	678.96	3
4/20/98	TP-2	CLF-58	119.2	12.7	99.1%	P	8 in.	2203370	2850615	678.89	3
4/20/98	TP-2	CLF-59	119.4	14.6	99.3%	P	8 in.	2203365	2850635	678.92	3
4/20/98	TP-2	CLF-60	121.1	15.9	100.7%	P	8 in.	2203375	2850670	678.88	3
4/20/98	TP-2	CLF-61	120.5	15.6	100.2%	P	8 in.	2203380	2850705	679.03	3
4/20/98	TP-2	CLF-62	119.8	12.9	99.6%	P	8 in.	2203390	2850755	678.91	3
4/20/98	TP-2	CLF-63	120.2	13.8	99.9%	P	8 in.	2203375	2850515	680.59	4
4/20/98	TP-2	CLF-64	119.1	15.1	99.0%	P	8 in.	2203390	2850565	680.33	4
4/20/98	TP-2	CLF-65	118.4	13.7	98.4%	P	8 in.	2203385	2850610	680.17	4
4/20/98	TP-2	CLF-66	118.6	14.3	98.6%	P	8 in.	2203375	2850660	680.24	4
4/20/98	TP-2	CLF-67	117.4	14.7	97.6%	P	8 in.	2203385	2850715	680.11	4
4/20/98	TP-2	CLF-68	119.6	13.8	99.4%	P	8 in.	2203370	2850775	679.92	4

* Test location on attached Plan if not described in remarks column.

Respectfully submitted,
 Weaver Boos Consultants, Inc.

Distribution:

aug25clf.xls

Appendix C

Construction Survey Data

CONSTRUCTION SURVEY DATA

STATE ROAD 2

[illegible]

2C2a
Service Waste TS
Lake G

Chain of Custody Service by First Class Mail

When Completed Return to:
Jeff Sewell
Solid Waste Permit Section
Room N1154

Name of Document: Notice of Permit Transfer Service Waste Recycling and Transfer Station

Name of Support Person Who Inserted Document in the Envelope(s):

Jaime Pearson

Date: 5/1/98

Stores and Mail Staff Member Responsible For Picking Up Envelope(s):

MB

Date: / /

Central Mail Courier Responsible For Picking Up Envelope(s) From IDEM:

C3

Date: / /

Date Document Mailed: _____

Time Document Picked Up From IDEM: _____

Attach Photocopy of Name and Addresses of Persons Sent Document(s) along with a copy of the Notice of Decision Document(s):

65-45-1
AMOCO OIL CO
C/O MC2408 - TAX DEPT - 200 E
RANDOLPH DR
CHICAGO, IL 60680

65-45-1
UNITED STATES GOVERNMENT GSA
219 S DEARBORN
CHICAGO, IL 60604

65-45-1
MOBIL OIL CO
C/O TIM BAIL, COZ TER INC - PO BOX
1503
FAYETTEVILLE, AR 72702



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

William Moreau Jr.
Suite 2700
10 W. Market St.
Indianapolis, IN 46204-2982

March 24, 1998

Dear Mr. Moreau:

Re: Application of 1/2 Mile Setback to
Construction/Demolition Sites

In response to the July 30, 1997 request of your predecessor, IDEM has evaluated the half-mile setback law (IC 13-20-12-2) and determined that it would apply to any previously unpermitted acreage for Construction/Demolition sites in Lake County. At the time the statute was amended in 1977, to add the half-mile restriction, different classifications for waste disposal facilities did not exist in the regulations. The only acceptable method of land disposal for refuse was through a sanitary landfill, a term which no longer exists in the solid waste regulations.

It is the agency's position that it would be inappropriate to narrow the applications of the half-mile setback statute based on revisions to the rules which have evolved since the statute was adopted. The statute's requirement for a sanitary landfill to be at least a half-mile away from a platted subdivision, appears to apply to construction and demolition sites because those facilities originally fell under the sanitary landfill classification.

If you have any questions please contact me at 317-232-8892.

Sincerely,

Bruce Palin

Bruce Palin
Assistant Commissioner
Office of Solid and Hazardous Waste Management

BP/csh



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL

Z 441 078 406

January 5, 1998

Mr. Larry K. Dowty
Kentland Bank
111 North Fourth Street
Kentland, IN 47951

Dear Mr. Dowty:

Re: Letter of Credit
Feddeler Landfill
FP 45-08
Lake County

The Indiana Department of Environmental Management (IDEM) is requesting that Kentland Bank release the letter of credit that was established for Feddeler Enterprises, Inc., originally on November 27, 1990.

The aforementioned letter of credit has been replaced by a bond to cover closure/post-closure costs and is therefore no longer necessary from IDEM's perspective. IDEM has enclosed the original copy of this letter of credit for your records.

If you have any questions concerning this letter, please contact Mr. Mike Tragesser of the Solid Waste Permit Management Section at 317/232-7206.

Sincerely,

Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

MLT

Enclosure: Letter of Credit

cc: Julie Feddeler, R & M Enterprises

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM

Dec 31 3 57 PM '97

File II, B.3

Feddeler C/D site
Lake County

December 30, 1997

Mr. Mike Tragesser
Indiana Department of Environmental Management
100 North Senate, Room N-1154
PO Box 6015
Indianapolis, IN 46206-6015

Re: Financial Assurance
R&M Enterprises, Inc.

Dear Mr. Tragesser:

Enclosed you will find two financial assurance bonds which we have established to satisfy our C/D facilities closure and post-closure requirements.

Upon your review and approval please provide release letters to the Kentland Bank (Lake Village) for our existing \$100,000 letter of credit and Sand Ridge Bank (Highland, IN) for our \$227,000 letter of credit. If you have any additional questions or require addition information please call.

Sincerely,



Robert W. Feddeler

Encl.

Performance Bond

Date Bond Executed: December 15, 1997

Effective Date: December 15, 1997

Principal: R & M Enterprises, Inc

18501 Clark Road

Lowell, IN 46356

Type of Organization: Corporation

State of Incorporation: Indiana

Surety Name: Frontier Insurance Company

195 Lake Louise Marie Road

Rock Hill, NY 12775

Post-

Closure Amount: \$ 71,700.17

Total Penal Sum of Bond: \$ 71,700.17

Surety's Bond Number: 114043

We, the Principal and Surety(ies) hereto are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter IDEM), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Indiana Environmental Management Act (IC 13-7), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure care plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance as specified in 329 IAC 10-39, and obtain the IDEM commissioner's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the IDEM commissioner from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the IDEM commissioner that the Principal has been found in violation of the closure requirements of 329 IAC 10-39-2, for a facility for which this bond guarantees performance of closure, Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the IDEM commissioner.

Upon notification by the IDEM commissioner that the Principal has been found in violation of the post-closure requirements of 329 IAC 10-39-3 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the IDEM commissioner.

Upon notification by the IDEM commissioner that the Principal has failed to provide alternate financial assurance as specified in 329 IAC 10-39, and obtain written approval of such assurance from the IDEM commissioner during the ninety(90) days following receipt by both the Principal and the IDEM commissioner of a notice of cancellation of the bond, the Surety(ies) shall place fund in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the IDEM commissioner.

- The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the IDEM commissioner, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the IDEM commissioner, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the IDEM commissioner.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than twenty percent (20%) in any one (1) year, and no decrease in the penal sum takes place without the written permission of the IDEM commissioner.

The Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 329 IAC 10-39 as such rule was constituted on the date this bond was executed.

Principal

Signature: Robert W. Feddeler
Name and Title: Robert W. Feddeler, President
Corporate Seal:

Corporate Surety(ies)

Name and Address: Frontier Insurance Company
195 Lake Louise Marie Road
Rock Hill, NY 12775

State of Incorporation: New York

Liability Limit: \$ 12,546,000.00

Signature: Brook T. Smith
Name and Title: Brook T. Smith, Attorney-in-Fact
Corporate Seal:

Bond Premium: \$ 1,076.00

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: **JAMES T. SMITH JOHN B. MANUS ROGER A. NEAL
RAYMOND M. HUNDLEY BROOK T. SMITH**

of **LOUISVILLE**, in the State of **KENTUCKY**
its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of re delegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this

29TH day of JUNE

19 91

FRONTIER INSURANCE COMPANY

State of New York
County of Sullivan

ss.:




BY:


HARRY W. RHULEN, President

On this 29TH day of JUNE, 19 91, before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came HARRY W. RHULEN of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.




NANCY V. PIERRO
Notary Public State of New York
Sullivan County Clerk's No. 2395
Commission Expires July 8, 1998

CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this 15th day of December, 19 97




JOSEPH P. LOUGHLIN, Secretary

Performance Bond

Date Bond Executed: December 15, 1997
Effective Date: December 15, 1997
Principal: R & M Enterprises, Inc
18501 Clark Road
Lowell, IN 46356
Type of Organization: Corporation
State of Incorporation: Indiana
Surety Name: Frontier Insurance Company
195 Lake Louise Marie Road
Rock Hill, NY 12775
Closure Amount: \$ 351,241.72
Total Penal Sum of Bond: \$ 351,241.72
Surety's Bond Number: 114042

We, the Principal and Surety(ies) hereto are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter IDEM), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Indiana Environmental Management Act (IC 13-7), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure care plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the Principal shall provide alternate financial assurance as specified in 329 IAC 10-39, and obtain the IDEM commissioner's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the IDEM commissioner from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the IDEM commissioner that the Principal has been found in violation of the closure requirements of 329 IAC 10-39-2, for a facility for which this bond guarantees performance of closure, Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the IDEM commissioner.

Upon notification by the IDEM commissioner that the Principal has been found in violation of the post-closure requirements of 329 IAC 10-39-3 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the IDEM commissioner.

Upon notification by the IDEM commissioner that the Principal has failed to provide alternate financial assurance as specified in 329 IAC 10-39, and obtain written approval of such assurance from the IDEM commissioner during the ninety(90) days following receipt by both the Principal and the IDEM commissioner of a notice of cancellation of the bond, the Surety(ies) shall place fund in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the IDEM commissioner.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the IDEM commissioner, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the IDEM commissioner, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the IDEM commissioner.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than twenty percent (20%) in any one (1) year, and no decrease in the penal sum takes place without the written permission of the IDEM commissioner.

The Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 329 IAC 10-39 as such rule was constituted on the date this bond was executed.

Principal

Signature: Robert W. Feddeler
Name and Title: Robert W. Feddeler, President
Corporate Seal:

Corporate Surety(ies)

Name and Address: Frontier Insurance Company
195 Lake Louise Marie Road
Rock Hill, NY 12775

State of Incorporation: New York

Liability Limit: \$ 12,546,000.00

Signature: Brook T. Smith
Name and Title: Brook T. Smith, Attorney-in-Fact
Corporate Seal:

Bond Premium: \$ 5,269.00

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: **JAMES T. SMITH JOHN B. MANUS ROGER A. NEAL
RAYMOND M. HUNDLEY BROOK T. SMITH**

of **LOUISVILLE**, in the State of **KENTUCKY**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this **29TH** day of **JUNE**, 19 **91**

FRONTIER INSURANCE COMPANY



State of New York
County of Sullivan

ss.:

BY: 

HARRY W. RHULEN, President

On this **29TH** day of **JUNE**, 19 **91**, before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came HARRY W. RHULEN of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.




NANCY V. PIERRO
Notary Public State of New York
Sullivan County Clerk's No. 2395
Commission Expires July 8, 1998

CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this **15th** day of **December**, 19 **97**




JOSEPH P. LOUGHLIN, Secretary

**BINGHAM SUMMERS
WELSH & SPILMAN**

Attorneys at Law

Joseph M. Scodro
Attorney
Direct: 317-635-8901, Ext. 228
jms@bsws.com

October 28, 1997

VIA HAND DELIVERY

Bruce H. Palin
Acting Assistant Commissioner
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 N. Senate Ave.
P.O. Box 6015
Indianapolis, IN 46206-6015

Re: R&M Enterprises
Lake County
Our File No. 5826-25930

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM
Oct 28 1 50 PM '97

Dear Mr. Palin:

I wanted to follow up our earlier correspondence regarding the set-back statute applicable to sanitary landfills in Lake County. This letter is being directed to you pursuant to Commissioner Hamilton's August 28, 1997, letter advising that further information on this issue may be directed to your attention.

The purpose of this letter is to demonstrate that the set-back statute does not apply to the construction and demolition (hereafter, "C & D") debris site expansion by R&M Enterprises. By its terms, the statute in question, IC 13-20-12-1, only applies to "sanitary landfills." As is indicated from the distinctions discussed below, the statute does not apply to C & D debris sites because such sites are not "sanitary landfills," and rules of statutory interpretation would not support the application of the set-back statute to C & D sites.

At the outset, two points should be underscored. First, the current statutory and regulatory scheme completely distinguishes between sanitary landfills and construction and demolition debris sites. The statutory distinction between these two types of sites is substantive and significant and includes permitting requirements, fees, operational requirements, the types of materials that may be accepted for disposal as well as closure and post-closure requirements. Therefore, a reading of the set-back statute in context with all other existing laws on solid waste disposal demonstrates that the plain meaning and intent of the set-

Indianapolis Office

2700 Market Tower • 10 West Market Street
Indianapolis, Indiana 46204-2982
(317) 635-8900 • Fax: (317) 236-9907
bsws@bsws.com

Bloomington Office

645 North Walnut Street • P.O. Box 2358
Bloomington, Indiana 47402-2358
(812) 332-4577 • Fax: (812) 332-4774
bsws@bsws.com

Bruce H. Palin
October 28, 1997
Page 2

back statute was that it was to apply to a sanitary landfill and not to a disposal site for construction and demolition debris.

Second, Lake County itself distinguishes between "sanitary landfills" and the R&M operations. In the July 6, 1993 revisions to the Lake County Solid Waste Management District Solid Waste Management Plan, approved by IDEM, the District describes the landfills located in the county, as follows:

[t]he predominant method of solid waste disposal in the County is by sanitary landfill. During the base year, there were three sanitary landfills, and one solid fill site (auto insulation and construction debris) located in Lake County which accepted waste from Lake County communities.

Lake County Solid Waste Management Plan, p. 33.

The "solid fill site" described in the Plan is the R&M, formerly Feddeler, construction and demolition debris site. Thus, Lake County itself does not consider the R&M operations to constitute a sanitary landfill. Moreover, the R&M site has historically been categorized by IDEM as a "solid fill site" not a "sanitary landfill" as indicated in the permit attached to this letter.

C & D debris sites have been recognized by IDEM at least since the 1989 regulations were promulgated to be less of an environmental threat than other types of disposal facilities. The definition of C & D sites in the 1989 regulations was as follows:

"Construction/demolition site" means a solid waste land disposal facility designed and operated to accommodate large volumes of solid waste, having minimal potential for ground water contamination.

329 IAC 2-2-1(b) (10) (repealed).

This recognition that C & D sites are less of an environmental threat is plainly evident in the less stringent location and operating requirements for C & D sites. Setback requirements in the regulations for municipal solid waste landfills, the modern-day

Bruce H. Palin
October 28, 1997
Page 3

sanitary landfill, are much more stringent than for C & D sites. 329 IAC 10-16-11; 329 IAC 10-33-1(b). Additionally, the successors to sanitary landfills, municipal and nonmunicipal waste landfills, require daily cover, and C & D sites require only weekly cover. 329 IAC 10-2-116, 10-2-121, 10-20-14 and 10-36-12(b).

Since 1989, even the definition for "solid waste land disposal facility" has made a distinction between "sanitary landfills" and "construction and demolition sites." 329 IAC 2-2-1(55)(repealed) The 1996 version of the regulations continues to use the term "site" instead of "landfill" for C & D disposal facilities. 329 IAC 10-2-176 and 329 IAC 10-2-36. Additionally, as seen in both the Lake County Solid Waste Management Plan and the IDEM regulations, the term "landfill" is not even commonly applied to C & D disposal facilities. The existing regulations make it very clear that "sanitary landfills" are a different category of solid waste disposal facility than "construction/demolition sites." 329 IAC 10-2-67(A) specifically states that:

"Solid waste land disposal facility" means a permitted facility that accepts solid waste for deposit and covering in or on the ground surface. Permitted solid waste land disposal facilities must be classified into one (1) of the following types:

- (i) Sanitary landfill.
- (ii) Construction/demolition sites.
- (iii) Restricted waste sites.
- (iv) Nonmunicipal solid waste landfill.

"Sanitary landfill" is essentially an engineering term - and even in 1977, when the set-back statute was enacted, did not include the universe of land disposal facilities. The Refuse Disposal Act of 1965, IC 19-2-1-1 et seq.(repealed), which was the controlling law at the time, utilized "sanitary landfill" as one option for disposal of waste. IC 19-2-1-3(e)(repealed) provided that:

Other suitable refuse disposal methods or facilities may be used, provided the plans and specifications along with other information necessary to evaluate the project, are submitted to the state board for review and approval

Bruce H. Palin
October 28, 1997
Page 4

prior to the acquisition, construction, installation, or operation of the method or facility."

In the 1974 regulations which were still in effect when the set-back statute was enacted in 1977, "sanitary landfill" was confined to this definition:

"Sanitary Landfill" means an engineering method of disposing of refuse on land in a manner that protects the public health and environment by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil at the end of each working day.

330 IAC 4-3-1(38) (repealed)

This definition shows that, to be classified as a sanitary landfill, certain engineering and operating criteria were to be followed, especially the application of daily cover. The statutes and regulations did not require that all land disposal facilities be sanitary landfills. In fact, the Refuse Disposal Act specifically distinguished between "refuse disposal facility" and "sanitary landfill":

"Refuse disposal facility" shall mean a "sanitary landfill," an "incinerator," a "composting facility," a "garbage grinding facility," or such other suitable refuse disposal facility which is constructed and approved as hereafter provided in this act. (Emphasis added)

IC 19-2-1-2(5) (repealed)

Accordingly, the legislature could not have believed that "sanitary landfill," as that term was used in the setback statute, meant all types of refuse disposal facilities.

As seen in the attached letter from David Lamm, Acting Chief of the Solid Waste Management Section, dated November 22, 1977, IDEM had developed a "solid fill policy" to address certain waste streams that were not as "noxious" as garbage and general refuse. In fact, the regulations contained a provision allowing the Solid

Bruce H. Palin
October 28, 1997
Page 5

Waste Management Board to find that disposal of inert fill material was excluded from the requirements for sanitary landfills. 330 IAC 4-9-1(repealed). Thus, the legislature would have been aware that there were "sanitary landfills" and "refuse disposal facilities" that were not sanitary landfills. Accordingly, the term "sanitary landfill" as used in the set-back statute, did not include other refuse disposal facilities, including construction and demolition debris sites.

As the law developed, it made the distinction between construction and demolition debris sites and sanitary landfills even more clear. By the adoption of the 1989 regulations, construction and demolition debris sites were specifically defined separately from sanitary landfills, and were subject to different operating criteria. The definition for "sanitary landfill" continued to include the key element of daily cover. 329 IAC 2-2-1(48)(repealed). Construction and demolition debris sites were required to have only weekly cover. 329 IAC 2-14-16(repealed). This distinction was carried through into the 1996 regulations. While there is no longer a definition for "sanitary landfill" in either the regulations or the statutes, "municipal solid waste landfills" and "nonmunicipal solid waste landfills" are defined to be sanitary landfills for some purposes. 329 IAC 10-2-116 and 121. Restricted waste sites Type I and II and nonmunicipal landfills must have daily cover, as do municipal solid waste landfills. 329 IAC 10-28-12 and 10-20-14. Operating requirements for construction and demolition debris sites, on the other hand, require only weekly cover. 329 IAC 10-36-12(b).

Finally, and most significantly, the 1994 legislature codified the long-standing distinction between sanitary landfills and C & D sites. IC 13-20-21-3 specifically distinguishes construction and demolition sites from sanitary landfills, listing them separately as different types of facilities and different types of waste. This new statute is indicative of the legislature's intent in connection with the use of the term "sanitary landfill." This represents a clear intention on the part of the legislature that the term "sanitary landfill" is not interchangeable with construction and demolition debris sites because they are not the same thing. "Statutes relating to the same general subject matter are in pari materia and should be construed together." State Board of Accounts v. IU Foundation, 647 N.E.2d 342 (Ind. App. 1995). Certainly, the

Bruce H. Palin
October 28, 1997
Page 6

legislature had an opportunity to amend the set-back statute to include construction and demolition debris sites as well as sanitary landfills once the distinction between the two was codified. However, the legislature did not do so.

Based on the above, the meaning of the set-back statute is plain - it was intended to apply to those landfills that, by virtue of the waste they accepted, require daily cover and other specific operating procedures, fees, closure and post-closure activities that do not apply to C & D sites.

Even assuming for the sake of argument only that the set-back statute was found to be ambiguous, the rules of statutory construction reveal that it would be inapplicable to C & D sites. To interpret an ambiguous statute, it is appropriate to look at it in context along with other statutes and regulations to shed light on the meaning of key terms. Johnson County Farm Bureau v. Dept. of Revenue, 568 N.E.2d 578, 583-586 (Ind.App. 1991) affd. 585 N.E.2d 1337 (Ind. 1992). Here, IDEM's policy in 1977 allowed the Feddeler site to be categorized as a solid fill site, not a sanitary landfill. As the letter from David Lamm explained, this distinction was based on the concept that certain types of material are less "noxious." This policy derived from the exception for inert material in 330 IAC 4-9-1(repealed) and was eventually made specific in the late 1980's, when construction and demolition debris sites were defined in the regulations as a distinct category of disposal facility. That distinction was carried through into the regulations adopted in 1996.

The enactment of the 1994 legislation, IC 13-20-21-3, setting forth the statutory distinction between sanitary landfills and construction and demolition sites conclusively constitutes "legislative acquiescence" in the long-standing agency policy and regulatory scheme that distinguishes between these types of disposal facilities. See cf., Miller Brewing v. Bartholomew County, 674 N.E.2d 193, 206 n. 10 (Ind. App. 1996), trans. den.

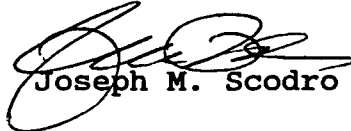
In construing the set-back statute, legislation passed either before or after the statute's enactment may be considered. Jacobs v. State, 640 N.E.2d 61 (Ind. App. 1994) trans. den. Here, IC 13-20-21-3 assists in determining the meaning of the set-back statute. Clearly, the later statute shows that C & D sites are not sanitary

Bruce H. Palin
October 28, 1997
Page 7

landfills. In resolving the conflict between statutory provisions, a court looks first to the most recent legislative action. Lowell Health Care Center v. Jordan, 641 N.E. 2d 675 (Ind. App. 1994) trans. den. Accordingly, the 1994 enactment, as the most recent legislative pronouncement on the categories of solid waste disposal facilities, should control the meaning of the set-back statute. The meaning of the set-back statute is that landfills that meet the long-standing agency definition of sanitary landfills, which are now municipal and nonmunicipal landfills, require a set-back. "Solid fill sites" such as construction and demolition debris disposal sites are not subject to the statute.

I trust this adequately addresses any outstanding concerns regarding the set-back statute. I would be happy to discuss any of these issues with you at your convenience.

Very truly yours,



Joseph M. Scodro

JMS/clw:313801
Enclosures

2010

November 22, 1977

Mr. John M. O'Drobinak
Attorney at Law
Tiebel Plaza
838 West Lincoln Highway
Schererville, Indiana 46375

Dear Mr. O'Drobinak:

Re: Feddeler Solid Fill Site

This will acknowledge receipt of your letter dated November 10, 1977, concerning the above-referenced site.

If your client is interested in obtaining a complete exclusion from Regulation SPC-18 then he must document that the material is inert. The staff interprets the definition of inert as being a material which will not leach, biodegrade, or support combustion. The documentation of these characteristics of the material must be submitted to the staff for review and then go before the Stream Pollution Control Board for approval or disapproval for an exclusion from Regulation SPC 18.

Since there are several waste streams that cannot meet the definition of inert but are not as nocuous as garbage or general refuse, the staff developed a solid fill policy to address the management of these waste streams. The solid fill policy is less stringent than Regulation SPC 18, but provides for adequate control of disposal and protection of the environment.

Please notify this office as soon as possible as to which avenue of approval the Feddeler site is going to pursue. If you have any questions, please contact Mr. Bruce Palin of this office.

Very truly yours,

David D. Lamm, Acting Chief
Solid Waste Management Section
Division of Sanitary Engineering
AC 317/633-0176

11-23-77 F T/E
BHPalín/ma
cc: Lake County Planning Commission
Lake County Health Department
Mr. Eric Servaas

Environmental Management Board

SOLID WASTE FACILITY
PERMIT

EDWARD FEDDELER

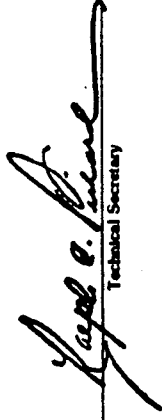
is certified as having completed the requirements for issuance of a construction permit in accordance with IC 19-2-1 and IC 13-7 and the rules and regulations promulgated thereunder and is hereby authorized to construct the Solid Waste Facility described below.

Peddler Solid Fill Site	10100 West 181st Street
Name	Address
Solid Fill Site	R 2, 1/2 mile East of U.S. 41
Type of Facility	Located on
2	City or Town
West	County
Direction	Lake County

This permit will expire on NA, and is subject to any and all conditions as stated in the construction permit letter dated August 7, 1981 issuance

PERMIT NO. SW 251State Form 4986R
SBH-64-038

By:



Technical Secretary

This permit shall be displayed in the office of the operator.



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

*Log 05HWM
27730*

Dept. of Environmental Mgm.
Commissioner's Office

OCT 30 1997

October 27, 1997

Dept. of Environmental Mgm.
Commissioner's Office

OCT 30 1997

Commissioner
Indiana Department Environmental Management
100 N. Senate Ave.
P.O. Box 6015
Indianapolis, IN 46206-6015

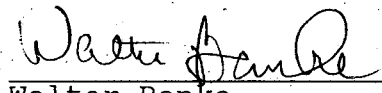
RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Please be advised that the above mentioned Letter of Credit is
expiring effective December 23, 1997.

We would appreciate you forwarding the original letter to us at
termination date in the enclosed self-addressed envelope.

Thank you for your cooperation.

Sincerely,


Walter Banke
Vice President
Commercial Loan Officer

WJB:rp
Enclosure

Can't

find

original

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
SCHERERVILLE 1650 ROUTE U.S. 41 (219) 864-2332
(INSIDE SCHERERVILLE STRACK & VAN TIL SUPERMARKET)
CUSTOMER SERVICE (219) 322-9530



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

*Log 05 HWM
27733*

Certified Z 351 514 442

October 27, 1997

Commissioner
Indiana Department Environmental Management
100 N. Senate Ave.
P.O. Box 6015
Indianapolis, IN 46206-6015

RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Please be advised that the above mentioned Letter of Credit is
expiring effective December 23, 1997.

We would appreciate you forwarding the original letter to us at
termination date in the enclosed self-addressed envelope.

Thank you for your cooperation.

Sincerely,

Walter Banke

Walter Banke
Vice President
Commercial Loan Officer

WJB:rp
Enclosure

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
SCHERERVILLE 1650 ROUTE U.S. 41 (219) 864-2332
(INSIDE SCHERERVILLE STRACK & VAN TIL SUPERMARKET)
CUSTOMER SERVICE (219) 322-9530

Chain of Custody Service by First Class Mail

2C2a
Fedder C/D Site
Lake Co.

When Completed Return to:
Jeff Sewell
Solid Waste Permit Section
Room N1154

Name of Document: Notice of Decision - Permit Modification to Approve
Updated Closure/Post-Closure Plan
Feddeler Construction/Demolition Landfill, Lake County

Name of Support Person Who Inserted Document in the Envelope(s):

Terry G. Gentry

Date: 8/1/97

Stores and Mail Staff Member Responsible For Picking Up Envelope(s):

Date: / /

Central Mail Courier Responsible For Picking Up Envelope(s) From IDEM:

Nancy E. May

Date: / /

Date Document Mailed: _____

Time Document Picked Up From IDEM: _____

Attach Photocopy of Name and Addresses of Persons Sent Document(s) along with a copy of the Notice of Decision Document(s):

*
I called & requested list of adjacent property owners from "Julie" on 7-9-97. She will fax asap. deb



* Feddeler C/I
& Adjacent Property Owners

Roofing - All Construction Debris - Solids - Clean-ups
All Size Roll-Off Boxes

18501 CLARK ROAD
LOWELL, IN. 46356

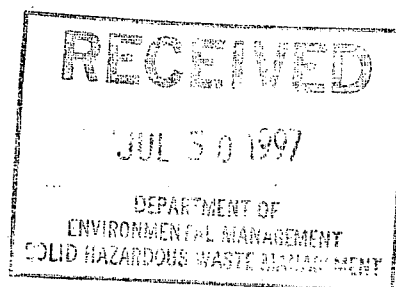
DISPOSAL, LLC

(219) 696-8905
FAX: (219) 696-8954

July 18, 1997

Ms. Debbie Baker
Office of Solid & Hazardous Waste
Indiana Department of Environmental Management
100 North Senate Ave., P.O. Box 6015
Indianapolis, IN 46206-6015

Re: R&M Enterprises, Inc.



Dear Ms. Baker:

Per your request the following lists, to the best of my knowledge, adjacent property owners to our C/D final disposal facility:

*
Mr. Kenny G. Travis
15502 Cline Ave.
Lowell, Indiana 46356

Mr. Kenny Jones
10508 W. 181st Ave.
Lowell, Indiana 46356

Mr. Gerold R. Bruce
124 Liberty
Lowell, Indiana 46356

State of Indiana
Department of Highway
Indianapolis, IN 46204

Mr. Robert Swett
9910 W. 181st Ave.
Lowell, Indiana 46356

Mr. Robert Feddeler
18501 Clark Road
Lowell, Indiana 46356

Mr. Don Bales
Bales International
10102 W. 181st Ave.
Lowell, Indiana 46356

Mr. George Kooistra
RR 13 Box 275
Brazil, Indiana 47834

If you have any questions or require additional information please contact Julie Feddeler at (219) 696-8905.

Sincerely,

Robert W. Feddeler
Robert W. Feddeler

* This info is for the Mod for Approval of Updated C/P Plans
dated 7-9-97

LABELS FOR ADJACENT PROPERTY
OWNERS FOR FEDDELER C/D SITE

Copy of
Labels

65-45-1
Mr. Kenny G. Travis
15502 Cline Avenue
Lowell, IN 46356

65-45-1
Mr. Kenny Jones
10508 W. 181st Avenue
Lowell, IN 46356

65-45-1
Mr. Gerold R. Bruce
124 Liberty
Lowell, IN 46356

65-45-1
State of Indiana
Department of Highway
Indpls., IN 46204

65-45-1
Mr. Robert Swett
9910 W. 181st Avenue
Lowell, IN 46356

65-45-1
Mr. Robert Feddeler
18501 Clark Road
Lowell, IN 46356

65-45-1
Mr. Don Bales
Bales International
10102 W. 181st Avenue
Lowell, IN 46356

65-45-1
Mr. George Kooistra
R.R. 13, Box 275
Brazil, IN 47834



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL Z 441 078 267

August 19, 1997

Mr. Robert Feddeler
18501 Clark Road
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Modification to Facility Permit for Approval
of Updated Closure/Post-Closure Plan
FP # 45-08
Feddeler Construction/Demolition Landfill
Lake County

The Feddeler Construction/Demolition Landfill is hereby granted a modification to solid waste facility permit FP # 45-08, for approval of the updated closure/post-closure plan, pursuant to IC 13-15-1-3, IC 13-15-7-1, 329 IAC 10-11-6, and 329 IAC 10-13-6. This decision is based on the revised closure/post-closure plan, received by the Indiana Department of Environmental Management (IDEM) on January 8, 1997, and all subsequent amendments and addendums to these plans.

This permit modification approves the updated closure/post-closure plan, subject to the terms of this letter and the enclosed requirements. In accordance with 329 IAC 10-13-4, solid waste facility permit FP # 45-08, as amended by this permit modification, does not authorize: any injury to any person or private property; the invasion of other private rights; the infringement of federal, State, or local laws or regulations; nor preempt any duty to comply with other State or local requirements.

The solid waste facility referenced above is located on SR 2, 1/2 mile east of US 41 and contains approximately 41 acres permitted for landfilling.

Pursuant to IC 4-21.5, a Petition for Review of this permit modification may be initiated by you, as applicant, or by an "aggrieved or adversely affected person". This decision becomes effective once all applicable time periods for petitioning for Stays of Effectiveness have expired, unless you are notified in writing by an Environmental Law Judge that the permit modification has been further stayed. As discussed in our enclosed Notice of Decision, if you wish to challenge this decision, you must file a Petition for Review with the Office of Environmental Adjudication within eighteen (18) days from the date that this letter was mailed, pursuant to IC 4-21.5-3-7.

If you have any further questions regarding this matter, please contact Mr. Jeff Sewell, Permit Manager of this office, at 317/233-5562.

Sincerely,



Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

JLS/dcb

Enclosures: Permit Requirements
Notice of Decision
Letter to Lowell Public Library
Letter to Post Tribune and Lowell Tribune

cc: Lake County Health Department (with enclosures)
Lake County Commissioners (with enclosures)
Lake County Solid Waste Management District (with enclosures)

PERMIT REQUIREMENTS

- A. Permit Requirements E6 and E7 are hereby added to the "Approval of Renewal and Modification of Solid Waste Facility Permit", FP # 45-08, issued on June 13, 1995, and shall read as follows:**
- E6.a.** Within thirty (30) days of receipt of this letter, the Permittee shall submit to OSHWM a facility map with accurate delineation of the solid waste boundary that reflects 27.8 acres of the current fill area or adjust the closure/post-closure funding to reflect the originally approved acreage as listed in the renewal letter, dated June 13, 1995.
- E6.b.** The Closure and Post-Closure Plan, received by OSHWM on January 8, 1997, is approved. The total estimated funding for closure shall be three hundred, fifty-one thousand, two hundred forty-one dollars and seventy-two cents **(\$351,241.72)**. The total estimated funding for a 30-year post-closure care shall be seventy-one thousand, seven hundred dollars and seventeen cents **(\$71,700.17)**. The above specified amounts were calculated based on 27.8 acres designated for the solid waste disposal, which is less than the originally approved acreage of 41 acres as per the operating renewal letter, dated June 13, 1995.
- E7.** If the facility operations or site design are significantly changed to affect the financial responsibility amount, such as the installation of a ground water system, then the Permittee shall amend the closure and post-closure cost estimates to reflect the changes. The closure/post-closure plan revisions shall be submitted to OSHWM, along with proposed modifications or at the time the changes are being implemented at the facility, if the modification application has not been required.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

August 19, 1997

Legal Advertising Department
Lowell Tribune
P.O. Box 248
Lowell, IN 46356

Dear Sir/Madam:

Re: Public Notice

Enclosed please find a copy of our Notice of Decision to issue a permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, in Lake County. We request that you publish this notice, one time only, as soon as possible.

For billing, please send a notarized form and clippings showing the date of publication to Mr. Jeff Sewell, Indiana Department of Environmental Management, P.O. Box 6015, Indianapolis, Indiana 46206-6015. On the backside of your publisher claim, please be sure to include your Social Security or Federal Identification number on the first line below the statement: "In the sum of \$..."

If you have any questions, please call Mr. Sewell at 317/233-5562.

Sincerely,

Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

JLS/dcb

Enclosure: Notice of Decision

cc: Lake County Health Department (with enclosure)
Lake County Commissioners (with enclosure)
Lake County Solid Waste Management District (with enclosure)

NOTICE OF DECISION

Indiana Department of Environmental Management

Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, which is located on SR 2, 1/2 mile east of US 41, Lake County, Indiana. A copy of this permit modification is available for review at the Lowell Public Library, located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to the Office of Environmental Adjudication, ISTA Building, 150 W. Market Street, Suite 618, Indianapolis, IN 46204, within fifteen (15) days from the publication of this notice. The filing of a petition for administrative review is complete on the earliest of the following dates that apply to the filing: (1) The date the document is delivered to the Office of Environmental Adjudication (OEA), (2) The date of the postmark on the envelope containing the document, if the document is mailed to OEA by U.S. mail, or (3) The date on which the document is deposited with a private carrier, as shown by the receipt issued by the carrier, if the document is sent to the OEA by private carrier. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Jeff Sewell, Solid Waste Facilities Branch, at 100 N. Senate Avenue, P.O. Box 6015, Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law. Identifying the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, or date of this notice, will expedite review of the petition.

Pursuant to IC 4-21.5-3-5(d), the Office of Environmental Adjudication will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Office of Environmental Adjudication at the above address. If you have procedural or scheduling questions regarding your petition, you may contact OEA at 317/232-8591.

Please bring this matter to the attention of persons you believe may have an interest in it.



Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

August 19, 1997

Legal Advertising Department
Post Tribune
1065 Broadway
Gary, IN 46402

Dear Sir/Madam:

Re: Public Notice

Enclosed please find a copy of our Notice of Decision to issue a permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, in Lake County. We request that you publish this notice, one time only, as soon as possible.

For billing, please send a notarized form and clippings showing the date of publication to Mr. Jeff Sewell, Indiana Department of Environmental Management, P.O. Box 6015, Indianapolis, Indiana 46206-6015. On the backside of your publisher claim, please be sure to include your Social Security or Federal Identification number on the first line below the statement: "In the sum of \$..."

If you have any questions, please call Mr. Sewell at 317/233-5562.

Sincerely,

Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

JLS/dcb

Enclosure: Notice of Decision

cc: Lake County Health Department (with enclosure)
Lake County Commissioners (with enclosure)
Lake County Solid Waste Management District (with enclosure)

NOTICE OF DECISION

Indiana Department of Environmental Management

Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, which is located on SR 2, 1/2 mile east of US 41, Lake County, Indiana. A copy of this permit modification is available for review at the Lowell Public Library, located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to the Office of Environmental Adjudication, ISTA Building, 150 W. Market Street, Suite 618, Indianapolis, IN 46204, within fifteen (15) days from the publication of this notice. The filing of a petition for administrative review is complete on the earliest of the following dates that apply to the filing: (1) The date the document is delivered to the Office of Environmental Adjudication (OEA), (2) The date of the postmark on the envelope containing the document, if the document is mailed to OEA by U.S. mail, or (3) The date on which the document is deposited with a private carrier, as shown by the receipt issued by the carrier, if the document is sent to the OEA by private carrier. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Jeff Sewell, Solid Waste Facilities Branch, at 100 N. Senate Avenue, P.O. Box 6015, Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law. Identifying the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, or date of this notice, will expedite review of the petition.

Pursuant to IC 4-21.5-3-5(d), the Office of Environmental Adjudication will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Office of Environmental Adjudication at the above address. If you have procedural or scheduling questions regarding your petition, you may contact OEA at 317/232-8591.

Please bring this matter to the attention of persons you believe may have an interest in it.



Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

NOTICE OF DECISION

Indiana Department of Environmental Management

You are hereby notified that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, which is located on SR 2, 1/2 mile east of US 41, Lake County, Indiana. A copy of this permit modification is available for review at the Lowell Public Library, located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to the Office of Environmental Adjudication, ISTA Building, 150 W. Market Street, Suite 618, Indianapolis, IN 46204, within eighteen (18) days from the mailing of this notice. The filing of a petition for administrative review is complete on the earliest of the following dates that apply to the filing: (1) The date the document is delivered to the Office of Environmental Adjudication (OEA), (2) The date of the postmark on the envelope containing the document, if the document is mailed to OEA by U.S. mail, or (3) The date on which the document is deposited with a private carrier, as shown by the receipt issued by the carrier, if the document is sent to the OEA by private carrier. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Jeff Sewell, Solid Waste Facilities Branch, at 100 N. Senate Avenue, P.O. Box 6015, Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law. Identifying the permit, decision, or other order for which you seek review by permit number, name of the applicant, location, or date of this notice, will expedite review of the petition.

Pursuant to IC 4-21.5-3-5(d), the Office of Environmental Adjudication will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Office of Environmental Adjudication at the above address. If you have procedural or scheduling questions regarding your petition, you may contact OEA at 317/232-8591.

Please bring this matter to the attention of persons you believe may have an interest in it.



Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

John M. Hamilton
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Lowell Public Library
1505 East Commercial
Lowell, IN 46356-1899

August 19, 1997

Dear Sir/Madam:

Re: Documents for Public View

A copy of the permit modification to approve the updated closure/post-closure plan for the Feddeler Construction/Demolition Landfill, is enclosed. Please make these documents available to the public for the next twenty (20) days, since this approval can be appealed within that time period. You will also find enclosed a copy of the public notice announcing the decision and indicating the document's availability at your library. This public notice will appear in a local newspaper soon.

Please date and sign the enclosed verification of receipt form and mail it to our office in the envelope provided.

Thank you very much for your cooperation and if you have any questions, please contact Mr. Jeff Sewell, at 317/233-5562.

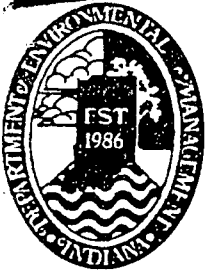
Sincerely,

Laura Steadham

Laura Steadham, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

Enclosures: Notice of Decision
Permit Letter
Verification of Receipt Form
Agency Addressed Envelope

cc: Lake County Health Department (without enclosure)
Lake County Commissioners (without enclosure)
Lake County Solid Waste Management District (without enclosure)



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

File 201a
Feddeler SF site
#45-08
Lake County

Frank O'Bannon
Governor

Michael O'Connor
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Via Certified Mail

P 451 350 970

May 12, 1997

Mr. Robert Feddeler
R & M Enterprises, Inc.
18501 Clark Road
Lowell, IN 46356

Re: Review of Hydrogeologic Investigation
Feddeler Landfill, Lake County

Mr. Feddeler,

We have reviewed the "Hydrogeologic Investigation at Feddeler Landfill, Lowell, Indiana" received by IDEM on December 23, 1996. Based on the ground water flow vectors shown on the potentiometric maps (Plats 6 thru 8a) and the Conceptual Model of Ground Water Flow (Plat 9), IDEM requires that at least two (2) additional monitoring wells be installed along the eastern boundary of the landfill. The current monitoring system is not adequate to monitor the southeasterly flow direction of the ground water. IDEM understands that the eastern property boundary of the landfill is currently under dispute, but ground water monitoring along this boundary is necessary to ensure adequate protection of ground water resources.

IDEM also recommends that sampling should be initiated on the existing monitoring well system within the sixty (60) days following receipt of this letter. Subsequent sampling events must be scheduled in accordance with the sampling schedule specified in condition D10 of the Operating Permit Renewal dated June 13, 1995.

If you have any questions regarding this matter please contact Mr. Greg Overtom by E-mail at gover@opn.dem.state.in.us or by phone at (317) 233-0579.

Sincerely,

David L. Becka, C.P.G., Chief
Solid Waste Geology Section
Solid and Hazardous Waste Management

GJO:gjo

cc: Lake County Health Department
Lake County Solid Waste Management District
Mr. Tim Miller, Cole Associates



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

Michael O'Connor
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Mr. Joseph Scodro
2700 Market Tower
10 West Market Street
Indianapolis, IN 46204-2982

April 14, 1997

Dear Mr. Scodro:

Re: Demonstration of Need

When a construction/demolition facility applies for a permit, they must demonstrate a local or regional need in Indiana for that facility. In 1990, House Bill 1240 mandated the development of 20 year solid waste management plans at the state and local levels. These plans and the supporting legislation form the basis of the need's analysis.

There are four separate criteria that can be used to determine if a facility meets the needs requirement. These criteria are used to determine if the size of the new facility or the expansion area of an existing facility is reasonably related to the available waste in Indiana. This application requirement is satisfied if the facility meets one of the following criteria:

- (1) The average or representative annual existing disposal volumes from Indiana for the facility, when multiplied by twenty (20) years must be reasonably related to the requested disposal volume.
- (2) When a facility is identified by one or more Solid Waste Management Districts as being a part of their twenty (20) year solid waste disposal plans, the total of the twenty (20) year solid waste construction/demolition projections in the approved solid waste district plans must be reasonably related to the requested disposal volume for this requirement to be satisfied.
- (3) Needs **may** be met using a combination of the criteria listed in (1) and (2) as long as wastes from individual districts are not counted twice.

Page 2

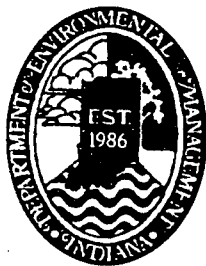
If you have any questions regarding this matter, please contact Mr. Bill Holland at (317) 233-0449 or you can reach me at (317) 232-8892.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Palin".

Bruce Palin
Acting Assistant Commissioner
Solid and Hazardous Waste Management

3-11-97



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

Michael O'Connor
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

March 11, 1997

Mr. Robert Feddeler
R & M Enterprises, Inc.
18501 Clark Road
Lowell, IN, 46356

Dear Mr. Feddeler:

Re: Receipt of Application
Feddeler Construction/Demolition Site
Lake County
FP 45-08

On February 5, 1997, we received your application for a Permit Renewal for the above-referenced facility.

I have been assigned to coordinate the review of your permit application. I will notify you of the status of your application at various stages of the permitting process, and your correspondence should be directed to me at the following:

Mr. Jeff Sewell
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015, Rm. N1154
Indianapolis, Indiana 46206-6015

We are reviewing your application for completeness. This review will determine if all of the information required for this type of application has been submitted. If your application is complete, you will be notified of that determination. If there is any information missing, you will be notified within thirty-five (35) working days and you will have sixty (60) calendar days to submit the necessary information.

Mr. Feddeler
March 11, 1997
Page 2

If you have any questions or comments about your application or the permitting process, please contact me at (317) 233-5562.

Sincerely,

A handwritten signature in black ink that reads "Jeff Sewell". The signature is written in a cursive style with a large, stylized "J" and "S".

Jeff Sewell
Solid Waste Permit Management Section
Solid and Hazardous Waste Management

JS/jep

cc: Lake County Health Department
The Honorable Rudy Clay, Fran Dupey, Gerry Scheub, Lake County Commissioners
Lake County Solid Waste Management District
The Honorable Sue Landske, State Senator
The Honorable Robert D. Kuzman, State Representative

bcc: Jerry Rud

Rudy Clay, Fran Dupey, Gerry Scheub, President
Lake County Commissioners
2293 N. Main Street
Crown Point, IN 46307

Senator Sue Landske
7325 W. 143rd Ave.
Cedar Lake, IN 46303

Representative Robert D. Kuzman
8714 Polk Street
Merrillville, IN 46410

(apprec'd.wpd) Revised 10/30/96 J. SEWELL
Revised 1/8/97 J. SEWELL

3

FILE



ENTERPRISES, INC.

FEDDELER
CONSTRUCTION / DE
LANDFILL

FEDDELER C/P
LAKE CO.
FP# 45-08

LOWELL, IN. 46356

(219) 696-8905
FAX: (219) 696-8954

January 31, 1997

Solid Waste Management Branch
Office of Solid and Hazardous Waste Management
100 North Senate Avenue, P.O. Box 7060
Indianapolis, Indiana 46206-7060

Re: Permit Renewal Application, FP #45-08

Dear Sir or Madam:

Enclosed you will find Solid Waste Land Disposal Facility Permit Renewal Application SWF-5 for the operating permit reference

The names and addresses of all owners or last taxpayers of record of property of adjoining land that is within one-half (1/2) mile of the solid waste boundary are as follows:

Don Bales, Inc., Box 98, 10102 W. 181st Street, Lowell, IN 46356
Robert A. Bruce, 10802 W. 205th, Lowell, IN 46356
Penn New York Central Transportation Co. (address unknown)
State of Indiana, Department of Highway, Lowell, IN 46204
Mr. Gerald Bruce Trust, 124 N. Liberty Street, IN 46356
George & Carol Kooistra, RR#13, P.O. Box 275, Brazil, IN 47834-0000
Robert E & Judy J. Swett, 9910 W. 181st Ave., Lowell, IN 46356-9453

The remaining adjacent property is owned by either Robert W. Feddeler or Julie Feddeler who can be reached at the address at the top of the letterhead. If you have any questions or require additional information please call Julie Feddeler at (219) 696-8905.

Sincerely

Robert W. Feddeler
Robert W. Feddeler

Encl.

RECEIVED

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT

RECEIVED

FEB 5 1997
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE LAND DISPOSAL FACILITY
PERMIT RENEWAL APPLICATION SWF-5

To begin:

This application form shall be used to apply for all solid waste land disposal facility permit renewals. Renewal application fees are established by IC 13-20-21. Pursuant to IAC 10-11-4(a), this application must be received by the Commissioner of the Indiana Department of Environmental Management at least 120 days prior to the expiration date of your current permit. Please note the draft date of this form next to the page number; if you have received this form more than 6 months after this draft date it is recommended you contact our office at 317-232-0066 to determine if this form is still current. When completed, please return this form and support documents to:

Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Section A. Permittee(s) Information

Name: R&E Enterprises, Inc.				
Address:	Street	Apt. #	P.O. Box	Town/City
	18501 Clark Road			Lowell
State	Zip Code	Telephone Number (with area code)		
IN	46356	(219) 696-8905		

Section B. Facility Owner(s) Information

Name: SAME as Section A.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
State	Zip Code	Telephone Number (with area code)		

Section C. Operator(s) Information

Name: SAME as Section A.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
State	Zip Code	Telephone Number (with area code)		

RECEIVED
MAY 5 1996
INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT

Section D. Property Owner(s) Information

Name: Peddler Enterpriss, Inc.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
	Same as Section A			
State	Zip Code	Telephone Number (with area code)		

Please note that in accordance with 329 IAC 10-13-4(b) the owner, operator & permittee of a solid waste land disposal facility, and the owner or owners of the land upon which the facility is located, shall be liable for any environmental harm caused by the facility



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
**SOLID WASTE LAND DISPOSAL FACILITY
PERMIT RENEWAL APPLICATION SWF-5**

To begin:

This application form shall be used to apply for all solid waste land disposal facility permit renewals. Renewal application fees are established by IC 13-20-21. Pursuant to IAC 10-11-4(a), this application must be received by the Commissioner of the Indiana Department of Environmental Management at least 120 days prior to the expiration date of your current permit. Please note the draft date of this form next to the page number; if you have received this form more than 6 months after this draft date it is recommended you contact our office at 317-232-0066 to determine if this form is still current. When completed, please return this form and support documents to:

Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Section A. Permittee(s) Information

Name: R& Enterprises, Inc.				
Address:	Street	Apt. #	P.O. Box	Town/City
	13501 Clark Road			Lowell
State	Zip Code	Telephone Number (with area code)		
IN	46356	(219) 696-8905		

Section B. Facility Owner(s) Information

Name: SAME as Section A.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
State	Zip Code	Telephone Number (with area code)		

Section C. Operator(s) Information

Name: SAME as Section A.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
State	Zip Code	Telephone Number (with area code)		

RECEIVED
FEB 5 1991
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT

Section D. Property Owner(s) Information

Name: Peddler Enterpriss, Inc.				
Mailing Address:	Street	Apt. #	P.O. Box	Town/City
	Same as Section A			
State	Zip Code	Telephone Number (with area code)		

Please note that in accordance with 329 IAC 10-13-4(b) the owner, operator & permittee of a solid waste land disposal facility, and the owner or owners of the land upon which the facility is located, shall be liable for any environmental harm caused by the facility

Section E. Facility Information

Facility Name: R&M Enterprises, Inc.		Permit Number: PF#45-08	
Mailing Address:	Street: 10100 131st Street	Apt. #	P.O. Box: Lowell
Facility Contact Person and Telephone Number (with area code): Ms. Julie Feddeler (219) 696-3905			
Type of Operation:			
<input type="checkbox"/>	Sanitary Landfill (Municipal Solid Waste Landfill)	<input type="checkbox"/>	Restricted Waste Site Type I
<input type="checkbox"/>	Sanitary Landfill (Non-municipal Solid Waste Landfill)	<input type="checkbox"/>	Restricted Waste Site Type II
<input checked="" type="checkbox"/>	Construction/Demolition (Non-municipal Solid Waste Landfill)	<input type="checkbox"/>	Restricted Waste Site Type III
Acres Permitted for Waste Disposal: 41 Acres		Remaining Life of Facility in Years: 2.5 Years	
		Daily Amount Received - Cu Yds. or Tons per Day: apprx. 400 Tons/Day	
Type of Waste Received: Construction Demolition Waste			

Section F. Names and Address of Affected Government Officials

1) Members of the board of county commissioners where facility is located

Typed Name: Rudy Clay	Typed Name: Fran Dupey
Typed Address: Lake County Commissioner	Typed Address: Same
Typed Address: Lake County Government Center	Typed Address:
Typed City, St.: 2293 Main St.	Typed City, St.:
Zip: Crown Point, IN 46307	Zip:
Typed Name: Gerry Scheub	Typed Name:
Typed Address: Same	Typed Address:
Typed Address:	Typed Address:
Typed City, St.:	Typed City, St.:
Zip:	Zip:
Typed Name:	Typed Name:
Typed Address:	Typed Address:
Typed Address:	Typed Address:
Typed City, St.:	Typed City, St.:
Zip:	Zip:

Section F. Names and Addresses of Affected Government Officials (continued)

2) Mayor(s) of any city(s) affected by the permit application

Typed Name: one

Typed Address: Unicorporated Lake Co.

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

3) President(s) of town council(s) of any town(s) affected by the permit application

Typed Name: Same as above

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Please use additional sheets as needed to include all local officials affected by this permit application.

Section G. Attachments Required

1. A legal description (defined by 329 IAC 10-2-104) of the facility location, including acreage thereof.
2. The names and addresses of all owners or last taxpayers of record of property of adjoining land that is within one-half (½) mile of the solid waste boundary.
3. A topographic plot plan that reflects the current condition of the facility and current elevations taken within six (6) months of the submittal of the application and accurately identifying the following information to a scale as required by 329 IAC 10-15-2(a), 329 IAC 10-24-2(a), or 329 IAC 10-32-2(a):

3
Section F. Names and Addresses of Affected Government Officials (continued)

2) Mayor(s) of any city(s) affected by the permit application

Typed Name: one

Typed Name: _____

Typed Address: Unicorporated Lake Co.

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed City, St.: _____
Zip _____

3) President(s) of town council(s) of any town(s) affected by the permit application

Typed Name: Same as above

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed City, St.: _____
Zip _____

Typed Name: _____

Typed Name: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed Address: _____

Typed City, St.: _____
Zip _____

Typed City, St.: _____
Zip _____

Please use additional sheets as needed to include all local officials affected by this permit application.

Section G. Attachments Required

1. A legal description (defined by 329 IAC 10-2-104) of the facility location, including acreage thereof.
2. The names and addresses of all owners or last taxpayers of record of property of adjoining land that is within one-half (½) mile of the solid waste boundary.
3. A topographic plot plan that reflects the current condition of the facility and current elevations taken within six (6) months of the submittal of the application and accurately identifying the following information to a scale as required by 329 IAC 10-15-2(a), 329 IAC 10-24-2(a), or 329 IAC 10-32-2(a):

- 3
- a. areas of final cover, grading, and seeding
 - b. filled areas lacking final cover, grading and seeding
 - c. current areas of operation, including depth of waste fill
 - d. projected solid waste disposal areas on a per year basis for the next five (5) years

4. A copy of the fee transmittal form and check for a renewal fee as established by IC 13-20-21. Submit check and original of fee transmittal form to IDEM Cashier's Office to address shown on transmittal form.

Section H. Signatures and Certification Statements

329 IAC 10-11-3(d) requires that the signatory for a permit application sign the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit this information."

Robert W Feddeler
APPLICANT'S SIGNATURE

1-31-97
DATE

Robert W. Feddeler
APPLICANT'S NAME TYPED

RECEIVED

FEB 5 1997

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT

RECEIVED

FEB 5 1997

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
SOLID & HAZARDOUS WASTE MANAGEMENT

PLAT OF SURVEY
FEDDELER LAND FILL
PART OF SECTION 21, T33N, R9W
WEST CREEK TOWNSHIP, LAKE COUNTY, INDIANA

DESCRIPTION

Part of the West half of the Southeast Quarter of Section 21, Township 33 North, Range 9 West in West Creek Township, Lake County, Indiana, more particularly described as follows:

Commencing for reference at a found monument with brass plug at the Southeast Corner of said Section 21 (E-40) and the centerline intersection of State Route 2 and Parish Avenue; thence North 89°45'33" West a distance of 1321.01 feet along the South line of said Section 21 and the Centerline of said State Route 2 to a point at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 21; thence North 01°05'08" West a distance of 88.35 feet along the East line of the Southwest Quarter of the Southeast Quarter of said Section 21 to a set 5/8 inch rebar with a plastic cap at the POINT OF BEGINNING; thence

North 77°41'37" West a distance of 31.89 feet to a set 5/8 inch rebar; thence South 85°57'05" West a distance of 200.56 feet to a set 5/8 inch rebar; thence South 71°27'20" West a distance of 155.27 feet to a set 5/8 inch rebar in the northerly right of way line of said State Route 2; thence South 00°14'27" West a distance of 30.00 feet to a set P.K. nail in the South line of said Section 21 and the centerline of said State Route 2; thence North 89°45'33" West a distance of 78.01 feet along the South line of said Section 21 and the centerline of said State Route 2 to a set P.K. nail on a bridge over the centerline of a Creek being the southeasterly corner of the Don Bales, Inc. tract of land as recorded in the office of the Lake County Recorder, Document Record 447543; thence North 00°19'37" East a distance of 488.70 feet along the centerline of said Creek and the easterly line of the said Don Bales, Inc. tract to a set 5/8 inch rebar in the centerline of said Creek; thence North 28°56'35" West a distance of 409.00 feet along the centerline of said Creek and the easterly line of the said Don Bales, Inc. tract to a set 5/8 inch rebar in the centerline of said Creek; thence North 40°08'14" West a distance of 87.00 feet along the northeasterly line of the said Don Bales, Inc. tract to a set 5/8 inch rebar at the northwesterly corner of the said Don Bales, Inc. tract and being the northeasterly corner of the Lowell Stone Products, Inc. tract of land as recorded in the office of the Lake County Recorder, Document Record 134835; thence North 79°05'12" West a distance of 245.09 feet along the north line of the said Lowell Stone Products, Inc. tract to a set 5/8 inch rebar at the northwesterly corner of the said Lowell Stone Products, Inc. tract and being in the easterly right of way line of the Conrail Railroad, 62.50 feet east of (measured perpendicular) the centerline of the said Conrail Railroad; thence North 10°55'01" East a distance of 1803.45 feet along the easterly right of way line of the said Conrail Railroad (62.50 feet east of and parallel to the centerline of said Conrail Railroad) to a set 5/8 inch rebar in the north line of the Southeast Quarter of said Section 21; thence leaving said Railroad South 89°46'34" East a distance of 545.33 feet along the north line of the Southeast Quarter of said Section 21 to a set 5/8 inch rebar at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence South 07°55'06" East a distance of 2558.96 feet along the east line of the west half of the Southeast Quarter of said Section 21 to the Point of Beginning, containing 39.743 acres. All the above set 5/8 inch rebars have a plastic cap with the number SD475 stamped on it.

PLAT OF SURVEY FEDDELER LAND FILL PART OF SECTION 21, T33N, R9W WEST CREEK TOWNSHIP, LAKE COUNTY, INDIANA

DESCRIPTION

Part of the West half of the Southeast Quarter of Section 21, Township 33 North, Range 9 West in West Creek Township, Lake County, Indiana, more particularly described as follows:

Commencing for reference at a found monument with brass plug at the Southeast Corner of said Section 21 (E-40) and the centerline intersection of State Route 2 and Parish Avenue; thence North 89°45'33" West a distance of 1321.01 feet along the South line of said Section 21 and the Centerline of said State Route 2 to a point at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 21; thence North 01°05'08" West a distance of 88.35 feet along the East line of the Southwest Quarter of the Southeast Quarter of said Section 21 to a set 5/8 inch rebar with a plastic cap at the POINT OF BEGINNING, thence

North 77°41'37" West a distance of 31.89 feet to a set 5/8 inch rebar, thence South 85°57'05" West a distance of 200.56 feet to a set 5/8 inch rebar, thence South 71°27'20" West a distance of 155.27 feet to a set 5/8 inch rebar in the northerly right of way line of said State Route 2; thence South 00°14'27" West a distance of 30.00 feet to a set P.K. nail in the South line of said Section 21 and the centerline of said State Route 2; thence North 89°45'33" West a distance of 78.01 feet along the South line of said Section 21 and the centerline of said State Route 2 to a set P.K. nail on a bridge over the centerline of a Creek being the southeasterly corner of the Don Bales, Inc. tract of land as recorded in the office of the Lake County Recorder, Document Record 447543; thence North 00°19'37" East a distance of 408.70 feet along the centerline of said Creek and the easterly line of the said Don Bales, Inc. tract to a set 5/8 inch rebar in the centerline of said Creek and the easterly line of line said Don Bales, Inc. tract to a set 5/8 inch rebar in the centerline of said Creek; thence leaving said Creek North 40°08'14" West a distance of 87.00 feet along the northeasterly line of the said Don Bales, Inc. tract to a set 5/8 inch rebar at the northwesterly corner of the said Don Bales, Inc. tract and being the northeasterly corner of the Lowell Stone Products, Inc. tract of land as recorded in the office of the Lake County Recorder, Document Record 134835; thence North 79°05'12" West a distance of 245.09 feet along the north line of the said Lowell Stone Products, Inc. tract to a set 5/8 inch rebar at the northwesterly corner of the said Lowell Stone Products, Inc. tract and being in the easterly right of way line of the Cornell Railroad; thence North 10°55'01" East a distance of 1803.45 feet along the easterly right of way line of the said Cornell Railroad (62.50 feet east of and parallel to the centerline of said Cornell Railroad) to a set 5/8 inch rebar in the north line of the Southeast Quarter of said Section 21; thence leaving said Railroad South 89°46'34" East a distance of 545.33 feet along the north line of the Southeast Quarter of said Section 21 to a set 5/8 inch rebar at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence South 07°19'16" East a distance of 2555.36 feet along the east line of the west half of the Southeast Quarter of said Section 21 to the Point of Beginning, containing 39.743 acres. All the above set 5/8 inch rebars have a plastic cap with the number S0475 stamped on it.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECEIPT

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

R & M ENTERPRISES, INC.
18501 CLARK ROAD
LOWELL, IN 46356

FIRST COMMUNITY BANK AND TRUST
BEECHER, IL

70-1165719

00048

NO.

4829

DATE

AMOUNT

01/31/97

*****7,150.00

PAY

Seven Thousand One Hundred Fifty 00/100 Dollars

TO THE
ORDER
OF

IDEM -

Julie A. Brown
Robert W. Zedler

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈004829⑈ ⑈071911652⑈ 074⑈004⑈

RECEIPT NO. 102700

ACCOUNT NUMBER 2830 - 100700

PROGRAM 412000

AMOUNT \$ 7,150.00 CASH ☐ RECEIVED FROM _____

DATE 2/5/97 REPRESENT _____

CASHIER J.C.

COMMENT

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECEIPT

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

R & M ENTERPRISES, INC.
18501 CLARK ROAD
LOWELL, IN 46356

FIRST COMMUNITY BANK AND TRUST
BEECHER, IL

70-1165719

00048

NO.

4829

DATE

AMOUNT

01/31/97

*****7,150.00

PAY Seven Thousand One Hundred Fifty 00/100 Dollars

TO THE
ORDER
OF

IDEM -

Julie A. Brown
Robert W. Zedler

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

"004829" 10719116521 074004"

ACCOUNT NUMBER 2830 - 100700

RECEIPT NO. 102700

PROGRAM 412000

AMOUNT \$ 7,150.00 CASH ☐ RECEIVED FROM _____

DATE 2/5/97 REPRESENT _____

CASHIER J.C.

COMMENT



ENTERPRISES, INC.

FEDDELER
CONSTRUCTION / DEMOLITION
LANDFILL

18501 CLARK ROAD
LOWELL, IN. 46356

(219) 696-8905
FAX: (219) 696-8954

January 31, 1997

Cashier's Office (N1324)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 7060
Indianapolis, Indiana 46206-7060

Re: R&M Enterprises, Inc., FP#45-08

Dear Sir or Madam:

Enclosed you will find a check to cover the operating permit renewal fee for the above mentioned facility in the amount of \$7,150. This is in addition to the \$1,500 annual operating fee paid to your agency, the \$.10 per ton tip fee tax, corporation income tax paid to the state and personal state taxes.

If there are any other fees which you would like to assess, please let us know.

Sincerely,

Robert W. Feddeler

Encl.

FEB 4 PM 3:22

120

R & M ENTERPRISES, INC.

0004829

DATE	PAIDEE	DESCRIPTION	CHECK # IN	AMOUNT
11.21/77	IDEX -	PERMIT RENEWAL FEE	4829	\$7,120.00



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE FACILITY PERMIT APPLICATION & REGISTRATION
FEE TRANSMITTAL FORM 47215

To begin:

Please read the instruction manual before beginning. This form shall be used to transmit fees for all solid waste management facility permits, applications (NEW permits, RENEWALS of permits, MAJOR and MINOR MODIFICATIONS of permits) and registrations. The current fee schedule was established by Ind. Code § 13-20-21-2 through 13-20-21-3, and is to accompany all payments. Make check or money order payable to the Indiana Department of Environmental Management. Upon completion, return this form and appropriate fees to the following address:

Cashier's Office (N1324)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 7060
Indianapolis, Indiana 46206-7060

NOTE: A COPY of your check and a COPY of this fee transmittal form must be attached to your permit application or registration. Submit application or registration materials to:

Solid Waste Facilities Branch
Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P. O. Box 6015
Indianapolis, Indiana 46206-6015

Section A. Applicant(s) Information

Name: R&I Enterprises, Inc.		
Mailing Address: 18501 Clark Road		Street Lowell
State I	Zip Code 46356	Telephone Number (with Area Code): (219) 696-8905
Facility Name and County: The "Feddeler" landfill, Lake County		

Section B. Solid Waste Permit Fee Schedule

The following fees are to accompany applications and registrations.

<u>Applications</u>	<u>Permit Application for New Sites and Major Modifications</u>	<u>Renewal</u>	<u>Minor Modifications</u>
Sanitary Landfill (including MSWLF's and non-MSWLF's)	<input type="checkbox"/> \$31,300	<input type="checkbox"/> \$15,350	<input type="checkbox"/> \$2,500
Processing Facility			
<i>Transfer Station</i>	<input type="checkbox"/> \$12,150	<input type="checkbox"/> \$2,200	<input type="checkbox"/> \$2,500
<i>Other Processing</i>	<input type="checkbox"/> \$12,150	<input type="checkbox"/> \$2,200	<input type="checkbox"/> \$2,500
Incinerators	<input type="checkbox"/> \$28,650	<input type="checkbox"/> \$5,900	<input type="checkbox"/> \$2,500
Restricted Waste Site Type I	<input type="checkbox"/> \$31,300	<input type="checkbox"/> \$15,350	<input type="checkbox"/> \$2,500
Restricted Waste Site Type II	<input type="checkbox"/> \$31,300	<input type="checkbox"/> \$15,350	<input type="checkbox"/> \$2,500
Restricted Waste Site Type III	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$7,150	<input type="checkbox"/> \$2,500
Construction/Demolition Sites	<input type="checkbox"/> \$20,000	<input checked="" type="checkbox"/> \$7,150	<input type="checkbox"/> \$2,500
<u>Registrations</u>			
Waste Tire Storage	<input type="checkbox"/> \$500		
Waste Tire Processing (i.e. cutting, shredding, etc.)	<input type="checkbox"/> \$200	<input type="checkbox"/> \$200	
Waste Tire Transportation	<input type="checkbox"/> \$25		

FILE Mike Traeger
FEDDELER C/D SITE
LAKE CO.
FP# 45-08

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM

JAN 8 9 15 AM '97

Page 1 of 11
(Closure Form Page 1 of 11)

SOLID WASTE CLOSURE PLAN

I. GENERAL INFORMATION

- A. Facility Name: The Feddeler Landfill
- B. Facility Location: 10100 W. 181st. Ave., Lowell, IN 46356
- C. Facility County: Lake County
- D. Facility Solid Waste Permit No.: FP #45-08
- E. Total Fill Acreage (See instructions): -27.8 acres

II. CLOSURE ACTIVITIES (Provide a description of the steps that will be used to partially close, if applicable, and finally close the facility. See instructions for items that should be included.)

- See Attachment A
- See Exhibit A-Additional Information
- See Exhibit B-Soil Erosion Rate Calculation

II. CLOSURE ACTIVITIES - Continued (Photocopy additional pages as necessary.)

See Attachment A

III. **LABOR, MATERIALS, & TESTING** (Provide a listing of items necessary to close the facility. For items that will vary depending upon the number of acres to be closed, the quantities should be indicated on a per acre basis.)

A. Item	B. Quantity	C. Units
Final clay cover 2 feet thick (cy/acre)	3230	cy
Topsoil (cy/acre)	807	cy
Seed (100 lb/acre)	100	lbs.

IV. EXPECTED YEAR OF CLOSURE

- A. Expected Year of Closure 2005
- B. Total Time Required to Close Facility
(See instructions) 180 days
- C. Time Required for Intermediate Steps in Closure (Provide a description of intermediate closure activities and the time required. See instructions.)

As the remainder of the permitted 27.8 acres reaches final grade, 2 ft. of clay and 6 in. of topsoil will be placed as cover. Final closure will be in approximately year 2005. After the final volume of waste has been placed, the following intervening closure activities and their time frames are estimated:

<u>Time</u>	<u>Activity</u>
0-15 days	Initiate closure by developing a detailed schedule on placement of clay, topsoil and seeding.
0-150 days	Place clay
150-170 days	Place topsoil
170-180 days	Seed, mulch and fertilize. Provide a deed notation. Provide a final closure report which complies with the requirements of this closure plan.

V. COST PER ACRE FOR FINAL COVER & VEGETATION

A. What Percent of Final Cover and Topsoil is Available from Areas That are Controlled, and Will be Controlled through Post-Closure, by the Permittee?

1. % of final cover 100%
2. Describe location of sources Approximately 100,000 cy
stockpiled on-site; approx. 200,000 cy in place on-site;
virtually unlimited source on adjacent 96 acre property
which is owned by operator.
3. % of topsoil 100%
4. Describe location of sources Approx. 25,000 cy
stockpiled on-site; approx. 10,000 cy stockpiled on
adjacent property, plus virtually unlimited supply
in place.

B. Cost Per Acre for Acquisition, Placement & Compaction of Two Feet of Final Cover

1. Acquisition
 - a. Quantity of clay needed per acre (cy/acre) 3,240 cy/acre
 - b. Excavation unit cost (\$/cy) (if obtained on-site) \$1.00/cy
 - c. Purchase unit cost (\$/cy) (if obtained off-site) N/A
 - d. Delivery unit cost (\$/cy) (if obtained off-site) N/A
 - e. Acquisition cost (\$/acre)
Line 1a * Line 1b (or)
Line 1a * (Line 1c + Line 1d) \$3,240/acre

NOTE: All costs include labor and materials.

2. Placement and Compaction

- a. Placement/spreading unit cost \$1.00/cy
- b. Compaction unit cost (\$/cy) \$1.00/cy
- c. Placement and compaction cost (\$/acre)
Line 1a * (Line 2a + Line 2b) \$6,480/cy

3. Testing

- a. Soil classification (if soil source
is of variable quality)(\$/acre) N/A
- b. Survey control for cover thickness
and proper slopes (\$/acres) \$500.00/acre
- c. Density testing (if planned)(\$/acre) N/A
- d. Testing cost (\$/acre)
Line 3a + Line 3b + Line 3c \$500.00/acre

4. Clay Cover Cost (\$/acre)

Line 1e + Line 2c + Line 3d \$10,220.00/acre

C. Cost Per Acre for Acquisition & Placement of Topsoil

1. Acquisition

- a. Quantity of topsoil needed per acre
(cy/acre) 807
- b. Excavation unit cost (\$/cy)
(if obtained on-site) \$1.00/cy
- c. Purchase unit cost (\$/cy)
(if obtained off-site) N/A
- d. Delivery unit cost (\$/cy)
(if obtained off-site) N/A
- e. Acquisition cost (\$/acre)
Line 1a * Line 1b (or)
Line 1a * (Line 1c + Line 1d) \$807.00/acre

2. Placement

a. Spreading unit cost (\$/cy) \$.50/cy

b. Placement cost (\$/acre)
Line 1a * Line 2a \$404.00/acre

3. Topsoil Cost (\$/acre)
Line 1e + Line 2b \$1,211.00/acre

D. Cost Per Acre to Establish Vegetation

1. Vegetation

a. Seeding unit cost (\$/acre) \$200.00/acre

b. Fertilization unit cost (\$/acre) \$400.00/acre

c. Mulching unit cost (\$/acre) \$400.00/acre

d. Vegetation Establishment Cost (\$/acre)
Line 1a + Line 1b + Line 1c \$1000.00/acre

E. Cost Per Acre to Certify Closure

1. Registered Professional Engineer

a. Initial review of closure plan (hrs) 4

b. Total number of inspections 10

c. Inspection time required (hrs/visit) 4

d. Total inspection time (hrs)
Line 1b * Line 1c 40

e. Prepare final documentation (hrs) 40

f. Total engineer time (hrs)
Line 1a + Line 1d + Line 1e 84

g. Engineer unit labor cost (\$/hr) 65

h. Professional engineer cost (\$)
Line 1f * Line 1g \$5,460.00

i. Area of site permitted for filling (acres) 27.8

j. Closure Certification Cost (\$/acre)
Line 1h + Line 1i

\$196.40

F. Other Costs Per Acre for Final Cover and Vegetation

1. Other Costs (\$/acre) (Specify)

N/A

G. Total of Items B through F (Must not be less than \$5,000) \$12,627.40

VI. OTHER CLOSURE COSTS (Give these on a total facility basis rather than per acre.)

A. Notation on Property Deed

\$200.00

B. Other Costs

Cost for items such as drainage features, installation of gas vents, etc., should be delineated in this section.

1. Activity

Cost

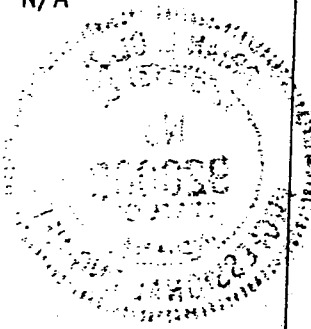
N/A

C. Total (Add costs from Sections A. and B.)

\$200.00

- VII. CLOSURE COST ESTIMATE (Multiply Item I.E. by Item V.G. and then add Item VI.C.): \$351,241.72
- VIII. ADDITIONAL INFORMATION REQUIRED FOR FACILITIES PROVIDING FINANCIAL ASSURANCE ON AN INCREMENTAL BASIS
- A. Will Closure Financial Assurance be Provided on an Incremental Basis? (If the answer to this question is no, skip to Item IX.) No
- B. Map of Areas of Waste Deposition (Attach a copy of the facility's final contour map which shows the maximum areas of waste deposition on a yearly basis for the remaining life of the facility.)

C. Maximum Areas of Waste Deposition & Closure Costs (Fill in the following table for each remaining year of the facility's life.)

Year	Max. Area of Waste Deposition (cumulative acres) (end of year)	Closure Cost w/o Partial Closure (\$)	Area Partially Closed (cumulative acres) (start of year)	Increm. Closure (\$)
N/A	N/A 	N/A	N/A	N/A

IX. ENGINEER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit this information.

Signature: _____

Brian L. Glaze

Date: _____

1.6.97

Name: Brian L. Glaze

Address: 36 S. Pennsylvania, Suite 360

Indianapolis, Indiana 46204

Telephone No.: (317) 633-4120

Professional Engineer Registration No.: 920008



**ATTACHMENT A
POST-CLOSURE PLAN
ADDITIONAL INFORMATION**

1. The site shall be maintained during the post-closure period in a manner that:
 - (1) minimizes the need for further maintenance;
 - (2) controls post-closure escape of waste, waste constituents, leachate, contaminated precipitation, or waste decomposition products to the ground or surface waters or the atmosphere; and
 - (3) at a minimum, is in compliance with applicable closure provisions and conditions imposed in the facility permit.
2. Maintenance of the final contours of the facility will be in accordance with the applicable standards of 329 IAC 10-36 and 329 IAC 10-37 and at a minimum, to provide that no ponding of water occurs on filled areas.
3. Post closure activities will be conducted for a period of thirty (30) years from the date of final closure.
4. When the post-closure requirements of this rule have been completed the owner or operator shall submit a certification statement signed by both the owner or operator and a registered professional engineer that the post-closure care requirements have been met and the facility has stabilized. The post-closure certification will be deemed adequate unless within 150 days of receipt of the post-closure certification, the commissioner issues notice of the deficiency of post-closure, including actions necessary to correct the deficiency.
5. Subsequent to the completion of post-closure, the owner or operator of a closed facility or the owner of real estate upon which a closed facility is located shall be responsible for correcting and controlling any nuisance conditions occurring at the facility.
6. Subsequent to the completion of post-closure, the owner or operator or the owner of real estate on which a closed facility is located shall be responsible for eliminating any threat to human health or the environment.
7. The owner or operator or the owner of real estate upon which a closed facility is located, or any other responsible party under IC 13-7-8.7, may need to perform remedial action, including the installation and monitoring of ground water monitoring wells or other devices, if the commissioner determines that a facility is a threat to the public health or the environment, due to a release of hazardous substances from the facility into the environment.

ATTACHMENT "A"

CLOSURE PLAN

This facility is characterized as a construction demolition landfill. This facility accepts, for final disposal, C/D materials specified in 329-10-2-37.

The boundary of the facility contains approximately 37.8 acres of land. This is verified by the owner's deed as well as recent aerial photographs.

Approximately ten (10) acres of land have been closed and inactive for more than fifteen (15) years. These ten acres include the area that contains the owner's occupied residential dwelling, operations garage, operations office trailer, and the operations parking area. This area is relatively flat and level with State Road 2 within the property's southern boundary.

Approximately 21 acres are considered active fill areas. Approximately 6.8 acres are considered virgin fill areas. Final closure will consist of placement of twenty four (24) inches of compacted clay over the fill area. Upon application of the clay cover, six (6) inches of topsoil will be placed over the fill area. Finally, vegetation will be established uniformly over the fill area.

Approximately 90,000 cubic yards of clay and 22,400 cubic yards of topsoil will be required for final cover. The facility has dedicated an estimated 35,000 cubic yards of topsoil and 300,000 cubic yards of clay which are available within the facility's boundaries. In addition, approximately 80 acres of virgin land adjacent to the facility are owned by the facility operators and will be available for final cover. This 80 acres has virtually unlimited clay and topsoil for final cover. Final cover will be applied with machinery that is owned by the operators of the facility. It is anticipated that some of this machinery will be replaced as the operation continues.

Final contours will be staked by a registered Land Surveyor employed with a qualified consulting engineering firm. Complete as-built plans will be submitted upon final closure.

No drainage structures other than ditches and swales will be necessary. The facility is completely fenced and will remain fenced indefinitely after closure. Beneficial uses related to recreational uses for the community are currently being evaluated.

Post closure activities including but not limited to the maintenance of vegetation, the prevention of erosion, and the security of the property, will be performed on a continual basis until a beneficial use option has been implemented. The beneficial use option by definition will require the permanent maintenance of the facility.

EXHIBIT A - ADDITIONAL INFORMATION
CLOSURE PLAN

1. The landfill will be closed in a manner that:
 - a. minimizes the need for further maintenance;
 - b. controls post-closure escape of waste, waste constituents, leachate, contaminated precipitation, or waste decomposition products to the ground or surface waters or the atmosphere; and
 - c. at a minimum is in compliance with applicable closure provisions and conditions imposed in the facility permit.
2. The landfill shall apply no less than two (2) feet of final cover over any area of the landfill within one hundred eighty (180) days when:
 - (1) solid waste has not been disposed for one (1) year, or
 - (2) any area of the construction/demolition site has been filled to its approved elevation.
3. The soil erosion rate calculation for the landfill is given in Exhibit B.
4. The final cover will:
 - a. be compacted in accordance with IDEM's regulations.
 - b. be sloped not less than 2% and not greater than 33%.
5. Within fifteen (15) days after receiving the final volume of waste the site shall initiate final closure of all areas not certified as partially closed.
6. The following will be submitted as part of the final closure activities:
 - a. A certification statement, signed by both the owner or operator and a registered professional engineer, that the facility has been closed in accordance with the approved closure plan.
 - b. Verification that the owner has recorded a notation on the deed to the facility property, or on some other instrument which is normally examined during title search, that will in perpetuity notify any potential purchaser of the property that the land has been used as a solid waste land disposal facility. At a minimum, the

recording will contain:

- (A) The general types and location of waste.
- (B) The depth of fill.
- (C) A plot plan, with surface contours at intervals of two (2) feet, which will indicate:
 - (i) final land surface water runoff direction;
 - (ii) surface water diversion structures after completion of the operation; and
 - (iii) final grading;



A OLF Company
Michigan Ohio Indiana

EXHIBIT B

SUBJECT FEDDELER LANDFILL

JOB NUMBER _____

SOIL LOSS ESTIMATION

SHEET NO. 1 OF 3

COMP. BY JT DATE 10/17/96

CHK'D. BY SCU DATE 11/13/96

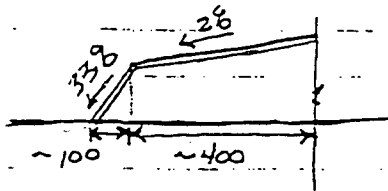
ASSUMPTIONS:

WIDEST AREA TO BE FILLED @ ~ N2201750 ON MAP SHT 1
DATED DEC 2, 1995 BY DICKERSON AERIAL SURVEYS, INC.

= ~ 900 ft

USE 28 GRADE @ TOP OF LANDFILL

USE 33% GRADE @ PERIMETER OF LANDFILL



A SUITABLE COVER WOULD BE USED WHEN LANDFILL
CAP IS COMPLETE



A DLG Company
Michigan Ohio Indiana

SUBJECT FEDDERER LANDFILL
SOIL LOSS ESTIMATION

JOB NUMBER _____
SHEET NO. 2 OF 3
COMP. BY JT DATE 10/17/96
CHK'D BY SC DATE 10/18/96

DETERMINE SOIL LOSS QUANTITIES: @ 28 SLOPE AREA (SEE ASSUMPTIONS)
METHOD - UNIVERSAL SOIL LOSS EQUATION (USLE)

GIVEN IN EPA DOCUMENT "EVALUATING COVER
SYSTEMS FOR SOLID AND HAZARDOUS WASTE"

A = RKLSCP SW-867, SEPT, 1982

WHERE A = AVG ANNUAL SOIL LOSS, IN TONS/ACRE

R = RAINFALL AND RUNOFF EROSIVITY INDEX

K = SOIL ERODIBILITY FACTOR, TONS/ACRE

L = SLOPE - LENGTH FACTOR

S = SLOPE STEEPNESS FACTOR

C = COVER - MANAGEMENT FACTOR

P = PRACTICE FACTOR

R = 165 (FROM FIG 20)

K = 0.19 (FROM TABLE 3, SANDY LOAM @ 4% ORGANIC CONTENT)

{ L = 0.28 (400' @ 28 SLOPE) } COMBINED VARIABLE

S = 28

C = 0.01 (MEADOW - GRASS & LEGUME MIX - FROM TABLE 7) MOD. PROO.

P = 1.0 (NO SUPPORT PRACTICE)

$$A = 165(0.19)(0.28)(0.01)(1.0)$$

0.08778 TONS / ACRE / YEAR

USE 0.09



A DLZ Company
Michigan Ohio Indiana

SUBJECT FEDDELER LANDFILL

JOB NUMBER

SOIL LOSS ESTIMATION

SHEET NO. 3 OF 3

COMP. BY JT DATE 10/17/96

CHK'D. BY SC DATE 10/13/96

SOIL LOSS QUANTITIES: @ 25%-33% SLOPE AREA (SEE ASSUMPTIONS)
USING MAX VALUE OF 33%

$$A = RKLSCP$$

$$R = 165$$

$$K = 0.19$$

$$L_s = 9.5$$

$$S = 33\%$$

$$C = 0.01$$

$$P = 1.0$$

$$A = 165(0.19)(9.5)(0.01)(1.0)$$

$$2.97835 \text{ TONS/ACRE/YEAR}$$

$$\uparrow 2.98$$

USED

$$A = @ 25\% \text{ SLOPE} = 2.98 \text{ TONS/ACRE/YEAR}$$

$$A = @ 33\% \text{ SLOPE} = 0.09 \text{ TONS/ACRE/YEAR}$$

$$\text{TOTAL} = 3.07 \text{ TONS/ACRE/YEAR}$$

SOLID WASTE POST-CLOSURE PLAN

I. GENERAL INFORMATION

- A. Facility Name: The Feddeler Landfill
- B. Facility Location: 10100 W. 181st. Ave., Lowell, IN 46356
- C. Facility County: Lake County
- D. Facility Solid Waste Permit No.: FP #45-08

II. POST-CLOSURE CONTACT PERSON

- A. Name: Ms. Julie Feddeler
- B. Address: 10100 W. 181st. Ave., Lowell, IN 46356
- C. Telephone No.: (219)696-8905

NOTE: See Attachment A - Additional Information

III. GROUND WATER MONITORING ACTIVITIES (Provide a description of planned ground water monitoring activities including the frequency of the activities. See instructions.)

Per Operating Permit

N/A

IV. **MAINTENANCE ACTIVITIES** (Provide a description of planned maintenance activities and the frequency at which they will be performed. See instructions.)

1. Mowing during July and October for the first closure year and once per year thereafter.
2. Semi-annual inspection for any required re-seeding maintenance.
3. Semi-annual inspection for any required erosion or access maintenance.
4. Semi-annual inspection of ditches and regrade if required.

V. **POST-CLOSURE COST ESTIMATE** (See instructions. Note that these estimates are to be presented for the entire post-closure care period rather than on a yearly basis.)

A. Cost for Semi-Annual Inspections and Reports

1. Inspection

a. Number of inspections during post-closure period (semiannual inspections for 30 years) 60

b. Inspector time required (hrs/insp) 4

c. Inspector unit labor cost (\$/hr) 35

d. Inspection Cost (\$)
Line 1a * Line 1b * Line 1c \$8,400.00

2. Report Preparation

a. Number of reports during post-closure period 60

b. Cost per report (\$) 150

c. Report cost (\$)
Line 2a * Line 2b \$9,000.00

3. Inspection and Report Cost (\$) \$17,400.00

B. Cost for Maintenance of Final Cover and Vegetation

The cost for cover maintenance and vegetation shall be 10% of the cost per acre calculated for final cover and vegetation in the closure plan.

1. Final Cover Maintenance

a. 10% of cost for placement of final cover and vegetation (as determined in Item V.G. of the Closure Plan)(\$/acre) \$1,262.74

b. Total area of site permitted for filling (acres) 27.8

c. Cover Maintenance Cost (\$) Line 1a * Line 1b \$35,104.17

C. Cost for Vegetation Control

Certain areas are required to be mowed per regulation. See instructions

1. Mowing

- a. Mowing frequency (visits/30 years) 32
- b. Area to be mowed (acres/visit) 27.8
- c. Mowing unit cost (\$/acre) \$10/acre
- d. Vegetation Control Cost (\$)
Line 1a * Line 1b * Line 1c \$8,896.00

D. Cost for Maintenance of Access Control & Benchmarks

1. Access Control Maintenance

- a. Access control maintenance frequency (visits/30 years) 60
- b. Amount of fence needing replacement (linear feet/visit) 1
- c. Fencing unit cost (\$/linear foot) 5
- d. Fence cost (\$)
Line 1a * Line 1b * Line 1c 300
- e. Other (\$)
(Specify) N/A
-
-

f. Access Control Maintenance Cost (\$)
Line 1d + Line 1e 300

2. Benchmark Maintenance Cost (if any) (\$) N/A

3. Access Control & Benchmark Repair Cost (\$)
Line 1f + Line 2 300

E. Cost for Leachate Collection System Monitoring and Maintenance

1. Leachate Collection System Inspection

a. Inspection frequency (insp/30 years) N/A

b. Inspection time required (hrs/insp) N/A

c. Inspector unit labor cost (\$/hr) N/A

d. Inspection cost (\$)
Line 1a * Line 1b * Line 1c N/A

2. Leachate Collection System Maintenance

a. Number of pumps replaced during post-closure (pumps/30 years) N/A

b. Pump unit cost (\$/pump) N/A

c. Other (\$)
(specify) N/A

d. Leachate system maintenance
(Line 2a * Line 2b) + Line 2c N/A

3. Leachate Collection Monitoring and Maintenance Cost (\$)

Line 1d + Line 2d N/A

F. Cost for Methane Control System Monitoring and Maintenance

1. Methane Control System Monitoring

a. Gas Monitoring frequency
(visits/30 years) N/A

b. Time required to monitor (hrs/visit) N/A

c. Contract lab technician unit
labor cost (\$/hr) N/A

d. Gas monitoring cost (\$)
Line 1a * Line 1b * Line 1c N/A

2. Gas Monitoring Well Maintenance

a. Maintenance frequency
(visits/30 years) N/A

b. Monitoring wells needing
maintenance per visit N/A

c. Maintenance time required
(hrs/well) N/A

d. Unit labor cost (\$/hr) N/A

e. Monitoring well maintenance cost (\$)
Line 2a * Line 2b * Line 2c * Line 2d N/A

3. Gas Monitoring and Maintenance Cost (\$)
Line 1d + Line 2e N/A

G. Cost for Ground Water Monitoring System Maintenance

1. Monitoring Well Maintenance

a. Maintenance frequency (visits/30 yrs) N/A

b. Number of monitoring wells needing
maintenance per visit N/A

c. Maintenance time required (hrs/well) N/A

d. Unit labor cost (\$/hr) N/A

e. Monitoring well maintenance cost (\$)
Line 1a * Line 1b * Line 1c * Line 1d N/A

2. Monitoring Well and Parts Replacement

a. Number of wells needing replacement
during post-closure period N/A

b. Existing monitoring well sealing
unit cost (\$/well) N/A

c. New monitoring well construction
unit cost (\$/well) N/A

d. Monitoring well replacement cost (\$)
Line 2a * (Line 2b + Line 2c) N/A

e. Number of pumps needing replacement
during post-closure period N/A

f. Pump unit cost (\$/pump) N/A

g. Pump cost (\$)
Line 2e * Line 2f N/A

3. Ground Water Monitoring System
Maintenance Cost (\$)
Line 1e + Line 2d + Line 2g N/A

H. Cost for Ground Water Monitoring

1. Ground Water Monitoring
a. Number of required monitoring wells N/A

b. Monitoring frequency
(semiannual sampling for 30 years) 60

c. Sampling and analysis cost (\$/well) N/A

d. Ground Water Monitoring Cost (\$)
Line 1a * Line 1b * Line 1c N/A

L. Cost for Leachate Hauling

1. Leachate Pumping & Hauling

a. Leachate removal frequency
(visits/30 years) N/A

b. Quantity to be managed off-site
(gallons/visit) N/A

c. Truck capacity (gallons) N/A

d. Number of loads/visit
Line 1b / Line 1c
(round up to nearest integer) N/A

e. Pumping and transportation
unit cost (\$/load)

N/A

f. Leachate Hauling Cost (\$)
Line 1a * Line 1d * Line 1e

N/A

J. Cost for Leachate Disposal

1. Leachate Treatment

a. Volume of leachate requiring
disposal (gallons)

N/A

b. Disposal unit cost (\$/gal)

N/A

c. Leachate Disposal Cost (\$)
Line 1a * Line 1b

N/A

K. Other Costs

Any costs not included in the above items should be included here.
These might include drainage ditch, access road, and sedimentation pond
maintenance, lift station power costs, etc.

1. Activity

Cost

Drainage Ditch Maintenance

\$5,000.00

Erosion Maintenance

\$5,000.00

2. Total of Other Costs (\$)

\$10,000.00

L. Total Post Closure Cost Estimate (\$)
(Total of preceding categories)

\$71,700.17

VI. SIGNATORY CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit this information.

Signature: Brian Glaze Date: 1.6.97

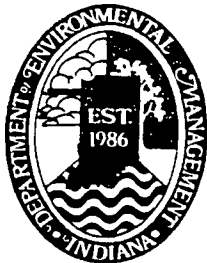
Name: Brian L. Glaze

Address: 36 S. Pennsylvania, Suite 360

Indianapolis, Indiana 46204

Telephone No.: (317)633-4120





INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor

Michael O'Connor
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL Z 339 936 406

December 30, 1996

Mr. Robert Feddeler
18501 Clark Road
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Request for Additional Information
Completeness Review
Closure/Post-Closure Plans
Feddeler C/D Site, FP# 45-08
Lake County

This is a follow-up to a request for additional information (RAI) letter we sent to you on September 9, 1996. We asked that the required information be submitted to IDEM within sixty (60) days from the receipt date. It has been more than sixty (60) days since we requested this information and we have not heard from you. Therefore, this letter serves as a reminder to submit the information requested in our original RAI letter. A copy of this correspondence is enclosed for your reference.

Please submit four (4) copies of all items to:

Mr. Jeff Sewell, Permit Manager
Solid Waste Permit Management Section
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015, Rm. N1154
Indianapolis, Indiana 46206-6015

The Office of Solid and Hazardous Waste Management (OSHWM) may deny any application if you fail to submit the required information.

Page 2

IDEM requests that the required information be submitted as soon as possible, or provide IDEM with a schedule for submitting this information. If you have any questions regarding this matter, please contact Mr. Jeff Sewell at 317/233-5562.

Sincerely,

Michael J. Trupano for

Jerome Rud, Chief
Solid Waste Permit Management Section
Office of Solid and Hazardous Waste

JS/dcb

Enclosures

cc: Daniela Klesmith
Jeff Sewell

Brian Glaze:
Cole & Associates
36 S. Pennsylvania, Suite 360
Indianapolis, IN 46204

Jim Cagnina:
2300 N. Claybourn, Suite 144
Chicago, IL 60614

Lake County Health Department
Lake County Commissioners
Lake County Solid Waste Management District



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

OSAN 11/1
Log - Jeff Stevens
25425

December 20, 1996

Commissioner
Indiana Department Environmental Management
P.O. Box 6015
Indianapolis, IN 46206-6015

RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Gentlemen:

This letter is to confirm that the above mentioned letter of credit in the amount of \$227,000.00 has been renewed for another year and will expire December 23, 1997.

If there are any questions, please feel free to contact the undersigned.

SAND RIDGE BANK

Gerald Van Prooyen
Vice President
Commercial Loan Department

GVP:rp
cc: R & M Enterprises, Inc.

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

CUSTOMER SERVICE (219) 322-9530



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

OmbA

Dept. of Environmental Management
Commissioner's Office

NOV 26 1996

November 22, 1996

RECEIVED
D.E.M.

NOV 26 1996

Commissioner
Indiana Department Environmental Management
P.O. Box 6015
Indianapolis, IN 46206-6015

MANAGEMENT, BUDGET
& ADMINISTRATION

RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Please be advised that the above mentioned Letter of Credit is
expiring effective December 23, 1996.

We would appreciate you forwarding the original letter to us at
termination date in the enclosed self-addressed envelope.

Thank you for your cooperation.

Sincerely,

Gerald Van Prooyen
Vice President
Commercial Loan Officer

GVP:rp
Enclosure

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

CUSTOMER SERVICE (219) 322-9530

Jess S.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor

~~XXXXXX~~
~~XXXXXX~~
~~XXXXXX~~

Michael O'Connor
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-45

VIA CERTIFIED MAIL Z 339 771 570

Mr. Robert Feddeler
18501 Clark Road
Lowell, IN 46356

September 9, 1996

Dear Mr. Feddeler:

Re: Request for Additional Information
Completeness Review
Closure/Post-Closure Plans
Feddeler C/D Site, FP# 45-08
Lake County

The initial completeness review of your Closure/Post-Closure Plans, received by the Indiana Department of Environmental Management (IDEM) on March 11, 1996, has been completed. Your plans for the above-referenced facility are incomplete, however. Your plans were compared to the requirements contained in 329 IAC 10-37 and 10-38 for closure and post-closure, respectively.

Based on the review of the plans and information submitted to this office and all available information contained in our files, additional information and/or changes are required before further review may commence. The information requested is identified in the enclosures.

Please submit four (4) copies of all items to:

Ms. Debby Baker
Solid Waste Permit Section
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015, Rm. N1154
Indianapolis, Indiana 46206-6015

IDEM requests that the required information be submitted within sixty (60) days from the date of receipt of this letter. If you believe that the information requested cannot be submitted within that time frame, please contact Ms. Debby Baker to arrange a schedule for submitting the information.

If you have any questions regarding this matter, please contact Ms. Debby Baker at 317/232-0066.

Sincerely,



Jerome Rud, Chief
Solid Waste Permit Section
Solid and Hazardous Waste Management

dcb

Enclosures

cc: Daniela Klesmith
Jeff Sewell

Brian Glaze:
Cole & Associates
36 S. Pennsylvania, Suite 360
Indianapolis, IN 46204

Jim Cagnina:
2300 N. Claybourn, Suite 144
Chicago, IL 60614

Lake County Health Department
Lake County Commissioners
Lake County Solid Waste District

Rule 37. Restricted Waste Site Type III and Construction/Demolition Sites; Closure Requirements

329 IAC 10-37-1 Performance standard

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 1. Owners or operators of a restricted waste site Type III and a construction/demolition site shall close facilities in a manner that:

- (1) minimizes the need for further maintenance;
- (2) controls post-closure escape of waste, waste constituents, leachate, contaminated precipitation, or waste decomposition products to the ground or surface waters or the atmosphere; and
- (3) at a minimum is in compliance with applicable closure provisions and conditions imposed in the facility permit.

The Closure Plan must be revised to acknowledge the preceding performance standards.

329 IAC 10-37-3 Final cover; construction/demolition sites

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 3. (a) Owners of operators of a construction/demolition site shall apply no less than two (2) feet of final cover over any area in the fill within one hundred eighty (180) days when:

The Closure Plan must be revised to include a statement that the final cover will be applied within 180 days.

- (1) solid waste has not been disposed for one (1) year; or
 - (2) any area of the construction/demolition site has been filled to its approved elevation.
- (b) The construction/demolition site must meet the following requirements for final cover:
- (1) The maximum projected erosion rate must be five (5) tons per acre per year.

The Closure Plan must be revised to document the estimated erosion rate.

- (2) The final compacted cover must be as specified in subsection (a).
- (3) The final cover must have a slope of not less than two percent (2%) and not greater than thirty-three percent (33%).

The Closure Plan must be revised to include these slope requirements.

329 IAC 10-37-4 Closure plan

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 4. (a) Owners or operators of a restricted waste site Type III and a construction/demolition site shall have a written closure plan. The closure plan must be submitted with the permit application in accordance with 329 IAC 10-11 and be approved by the commissioner as part of the permit. The approved closure plan will become a condition of the permit.

A Closure Plan was submitted to IDEM for review on March 11, 1996.

(b) The closure plan, certified by a registered professional engineer, must identify the steps necessary to completely close the restricted waste site Type III or construction/demolition site at any point during its intended life in accordance with section 1 of this rule. The closure plan must include the following:

The Closure Plan is certified by a registered professional engineer.

- (1) A description of the steps that will be used to partially close, if applicable, and finally close the facility in accordance with section 1 of this rule.

A general description of this information is provided in Attachment A of the Closure Plan.

- (2) A listing of labor, materials, and testing necessary to close the facility.

The Closure Plan must be revised to include this information.

- (3) An estimate of the expected year of closure and a schedule for final closure. The schedule must include:

- (A) the total time required to close the facility; and

This information is provided in Section IV of the Closure Plan.

ENGINEERING ENCLOSURE

Feddeler C/D Site Lake County Completeness Review

Contact: Debby Baker

Telephone: (317)232-0066

The requirements outlined in 329 IAC 10-37 and 10-38 are listed on the attached sheets followed by IDEM's comments **in bold** regarding each applicable rule item. The following paragraphs summarize our comments:

The Closure Plan/Closure Cost Estimate must be revised to include the following items:

- Closure plan must be revised to include acknowledgement of intent to meet the performance standards of 329 IAC 10-37-1.
- A statement that the final cover will be applied within 180 days in areas where waste has not been placed for one year or any area that has been filled to the approved final elevation.
- Calculations to document the estimated erosion rate of the final cover.
- A statement that the slope of the final cover will be greater than two percent (2%) and not greater than thirty-three percent (33%).
- A list of labor, materials, and testing necessary to close facility is required in the Closure Plan.
- A list of the time required for completion of intervening closure activities.
- An increased cost estimate to haul and compact two feet (2') of clay.
- An increased cost estimate to establish vegetation.
- A cost estimate to provide the required deed notation.
- A sum of closure and post-closure costs estimates of not less than \$15,000 per acre.
- The Closure Plan should include a site plan that shows "the maximum area of the facility into which solid waste will have been deposited..."each"...year of the facilities life...". The incremental closure costs should be based on 5.70 acres instead of 2.85 acres unless it can be shown that one 2.85 acre is closed prior to opening another 2.85 acre area.

The Post-Closure Plan/Post-Closure Cost Estimate must be revised to include the following items:

- A cost estimate to perform the required semi-annual inspections.
- Adjusted to include changes in Closure.
- A cost estimate for maintenance of access control and benchmarks.
- A statement acknowledging a thirty (30) year post-closure period in addition to revising the cost estimate to reflect the required post-closure period.

Based on the information provided in Attachment A of the Closure Plan, it appears that approximately 21 acres of the landfill are currently "opened" (i.e. have been filled but not certified as closed or are currently in use). Using the minimum required \$15,000 per acre for closure and post-closure, it appears that the facility should currently be funded for a total of not less than \$315,000.00. (It should be noted that this total may increase after the revisions outlined above have been made to the closure and post-closure cost estimates.) A letter from Government Consultants, Inc. dated March 15, 1995 indicates that the financial assurance held by R&M Enterprises is \$327,000.00 which is adequate to cover the apparent requirements of the site. Reportedly, an additional letter of credit for \$100,000 is held by Feddeler Enterprises, Inc.

- (B) the time required for completion of intervening closure activities.

The Closure Plan must be revised to include this information.

- (4) An estimate of the cost per acre of providing final cover and vegetation. Such cost must be that which is necessary for providing the following, but must not be less than five thousand dollars (\$5,000) per acre:

An estimate of the cost per acre is provided in Section V of the Closure Plan.

- (A) Two (2) feet of compacted clay soil.

The cost to excavate haul place and compact the two feet of clay soil was estimated to be \$2.00 per cubic yard. This value seems to be on the low end of the typical range especially if the work is performed in small increments. The permittee should verify that the work can be performed by a third party contractor for this unit price. Further, the subtotal included in Section V Part B(2)(c) is incorrect. This line should total \$3,240 per acre resulting in a total of \$6,730 per acre for Part B(4). The Closure Cost Estimate must be revised to account for these changes.

- (B) Six (6) inches of topsoil.

This information is provided in Section V of the Closure Plan.

- (C) Vegetation.

The information provided in Section V of the Closure Plan includes a cost of \$330.00 per acre to establish the vegetation. This value is well below the normal range for similar work and must be increased to a minimum of \$1000.00 per acre.

- (D) Certification of closure, including any testing necessary for such certification.

This information is provided in Section V of the Closure Plan.

- (5) The closure plan must separately identify any closure costs for items other than providing final cover and vegetation.

Section VI of the Closure Plan must be revised to include the cost of providing the required deed notation.

(6) The closure plan must list a closure cost estimate equal to the costs specified by subdivision (5) plus the product of the total area of the site permitted for filling and the cost per unit area specified by subdivision (4). Closure costs must be calculated based on the cost necessary for the work to be performed by a third party.

This information is provided in Section VII of the Closure Plan.

(7) The estimate of the cost per acre of providing final cover and vegetation must be that necessary for providing the activities as specified in the closure plan; however, the sum of the closure cost estimate and post-closure cost estimate must not be less than fifteen thousand dollars (\$15,000.00) per acre or fraction of an acre covered by the permitted facility.

The sum of the closure and post-closure estimates received by IDEM on March 11, 1996 is approximately \$6,420.67 per acre. The cost estimates must be revised to result in a minimum of \$15,000.00 per acre.

(8) If the restricted waste site Type III of the construction/demolition site utilizes the closure trust fund option or funds the letter of credit on an annual basis, as contained in 329 IAC 10-39, then for each yearly period following the beginning of operation of the facility, the plan shall specify the maximum area of the facility into which solid waste will have been deposited through that year of the facility's life and must delineate such areas on the copy of the facility's final contour map. The closure plan must list closure cost estimates for each year of the anticipated life of the facility equal to the costs specified by subdivision (5), plus the product of the noted maximum areas of the site and the cost per unit area specified by subdivision (4).

It appears that the answer to Part A Section VIII of the Closure Plan should be yes instead of no as indicated. The site plan provided to address the requirements of Part B does not reflect the schedule shown in the table "maximum areas of waste deposition and closure costs" (Part C). The site plan must be revised to show the maximum area of waste deposition on a yearly basis for the remaining life of the facility. Further, it appears that the table provided in response to Part C should be revised to reflect an initial open area of 21 acres as noted in Attachment A to the Closure Plan.

329 IAC 10-37-5 Partial closure

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 5. (a) Areas of a restricted waste site Type III or a construction/demolition site that have received final cover, and are graded and have established vegetation in accordance with the

applicable provisions of 329 IAC 10-36 and the approved closure plan prior to closure of the facility may receive certification of partial closure.

(b) The owner or operator of a restricted waste site Type III or a construction/demolition site shall submit to the commissioner a certificate signed by both the permittee and a registered professional engineer that specifically identifies the closed areas and indicates that the partial closure is in accordance with the approved closure plan and the standards of this article. Certifications of partial closure must not be made for an area until the final cover has been completely provided for that area and vegetation has been established.

329 IAC 10-37-6 Initiation of final closure

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 6. (a) Within fifteen (15) days after receiving the final volume of waste, the owner or operator of a restricted waste site Type III of a construction/demolition site shall initiate final closure of all areas not certified as partially closed. Final closure must occur in accordance with the approved closure plan.

The Closure Plan must be revised to include a statement acknowledging the requirement to initiate closure within 15 days after receiving the final volume of waste.

(b) The owner or operator of a restricted waste site Type III of a construction/demolition site shall complete other closure activities in accordance with the approved closure plan.

329 IAC 10-37-7 Closure certification

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 7. (a) As part of the final closure of a facility, the owner or operator of a restricted waste site Type III of a construction/demolition site shall submit to the commissioner the following:

(1) A certification statement, signed by both the owner or operator and a registered professional engineer, that the facility has been closed in accordance with the approved closure plan.

Although the Closure Cost Estimate includes an estimate of the cost per acre to certify closure, the closure plan does not mention this requirement. The Closure Plan must be revised to include a statement acknowledging the requirement to provide the certification statement.

(2) Verification that the owner of the property on which the facility is located has recorded a notation on the deed to the facility property, or on some other instrument which is normally examined during title search, that will in perpetuity notify any potential purchaser of the property that the land has been used as a solid waste land disposal facility. At a minimum, the recording must contain:

The Closure Plan must be revised to include a statement acknowledging the requirement to provide the following information.

(A) The general types and location of waste.

(B) The depth of fill.

(C) A plot plan, with surface contours at intervals of two (2) feet, which must indicate:

- (i) final land surface water runoff direction;
- (ii) surface water diversion structures after completion of the operation; and
- (iii) final grading;

(D) A statement that no construction, installation of wells, pipes, conduits, or septic systems, or any other excavation must occur on the property without approval by the commissioner.

(b) The final closure will be deemed adequate unless within 150 days of receipt of the documentation required by subsection (a), the commissioner issues a notice of deficiency of final closure, including additional action which needs to be taken and the timetable for the necessary additional actions.

Rule 38. Restricted Waste Site Type III and Construction/Demolition Sites; Post-Closure Requirements

329 IAC 10-38-1 Performance standard

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 1. (a) Owners or operators of a restricted waste site Type III and a construction/demolition site shall maintain the facilities during the post-closure period in a manner that:

- (1) minimizes the need for further maintenance;
- (2) controls post-closure escape of waste, waste constituents, leachate, contaminated precipitation, or waste decomposition products to the ground or surface waters or the atmosphere; and
- (3) at a minimum, is in compliance with applicable closure provisions and conditions imposed in the facility permit.

The Closure Plan must be revised to acknowledge the preceding performance standards.

329 IAC 10-38-2 Post-closure duties

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 2. (a) Owners or operators of a restricted waste site Type III and a construction/demolition site have the following duties after closure of the facility:

- (1) Post-closure activities must be performed in accordance with the approved post-closure plan as specified in section 3 of this rule;
- (2) Inspection of the facility at least twice per year with a written report on the condition of the facility to be submitted to the commissioner;

Section IV of the Post-Closure Plan indicates that the quarterly inspections will be done while Section V indicates semi-annual inspections. This discrepancy should be resolved. Further, the post-closure cost estimate does not include the cost of performing the inspections or preparing the required follow-up report.

- (3) Maintenance of the minimum thickness of final cover and vegetation as required by 329 IAC 10-36 and 329 IAC 10-37.

Section IV of the Post-Closure Plan indicates that inspections regarding erosion will be done quarterly with monthly inspections to determine the need for re-seeding. Section V of Part B of the post-closure plan must be revised to reflect 10% of the revised closure costs.

- (4) Maintenance of the final contours of the facility in accordance with the applicable standards of 329 IAC 10-36 and 329 IAC 10-37 and at a minimum, to provide that no ponding of water occurs on filled areas.

The post-closure plan must be revised to acknowledge the requirement to maintain the final contours of the facility.

- (5) Control of any vegetation on vehicular access ways to monitoring wells as required by 329 IAC 10-36-2(c).

Not applicable as there are no monitoring wells.

- (6) Control of vegetation at the site as necessary to enable determination of the need for slope and cover maintenance and leachate outbreak abatement.

In Section V of the Post-Closure Plan.

- (7) Maintenance of access control and benchmarks at the facility.

No comment has been made regarding maintenance of access control and benchmarks and no funding for these items has been included in the post-closure cost estimate.

- (8) If applicable, maintenance and monitoring of any water quality monitoring devices, leachate collection and treatment systems, or methane control systems.

Not applicable as there are no known water quality monitoring devices, no leachate collection and treatment systems and no methane control systems.

- (9) Control of any leachate at the facility, as required by 329 IAC 10-36.

Not applicable as there is no leachate collection system at this facility.

(b) Post-closure requirements imposed by this section must be followed for a period of thirty (30) years following the date of final closure certification in accordance with 329 IAC 10-37-7.

The Post-closure Plan must be revised to acknowledge a thirty year post-closure period and the post-closure cost estimate must be revised to consistently reflect the thirty year post-closure period.

329 IAC 10-38-3 Post-closure plan

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 3. (a) Owners or operators of a restricted waste site Type III and a construction/demolition site shall have a written post-closure plan. The post-closure plan must be submitted with the permit application in accordance with 329 IAC 10-11 and be approved if acceptable by the commissioner as part of the permit. The approved post-closure plan must become a condition of the permit. If the plan is determined to be unacceptable, the commissioner shall identify the items needed to make it complete.

A Post-closure Plan was submitted to IDEM for review on March 11, 1996.

(b) The post-closure plan must identify the activities that will be carried on after closure under section 2 of this rule and must include at least the following:

(1) A description of the planned maintenance activities and the frequency at which they will be performed.

In the Post-Closure Plan Section IV

(2) The name, address, and telephone number of the owner or operator with responsibility for maintaining the site after closure whom the commissioner may contact about the solid waste facility during the post-closure period.

In the Post-Closure Plan Section II

(3) A post-closure cost estimate in accordance with 329 IAC 10-39-3. Post-closure costs must be calculated based on the cost necessary for the work to be performed by a third party. For post-closure maintenance of final cover and vegetation the amount per acre must be ten percent (10%) of the cost calculated under 329 IAC 10-37-4(b)(4) multiplied by the total acreage of the site permitted for filling. The estimate of the post-closure cost per acre must be that necessary for providing the activities as specified in the post-closure plan; however, the sum of the closure cost

estimate and post-closure cost estimate must not be less than fifteen thousand dollars (\$15,000) per acre or the fraction of an acre by the permitted facility.

In the Post-closure Plan cost estimate must be revised to include the cost for semi-annual inspections and reports, the cost estimate for maintenance of the final cover and vegetation must be revised to reflect changes in the closure cost estimate, a cost estimate must be provided for maintenance of access control and benchmarks and the costs included under "other costs" must be revised to provide for a thirty year post-closure period. In addition, the sum of the closure and post-closure estimates received by IDEM on March 11, 1996 is approximately \$6,420.67 per acre. The cost estimates must be revised to result in a minimum of \$15,000.00 per acre.

329 IAC 10-38-4 Post-closure certification

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 4. When the post-closure care requirements of this rule have been completed the owner or operator of a restricted waste site Type III or a construction/demolition site shall submit a certification statement signed by both the owner or operator and a registered professional engineer that the post-closure care requirements have been met and the facility has stabilized. The post-closure certification will be deemed adequate unless within 150 days of receipt of the post-closure certification, the commissioner issues notice of the deficiency of post-closure, including actions necessary to correct the deficiency.

The post-closure plan must be revised to acknowledge the requirement to submit a post-closure certification statement.

329 IAC 10-38-5 Responsibility after post-closure to correct nuisance

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 5. Subsequent to the completion of post-closure, the owner or operator of a closed facility or the owner of real estate upon which a closed facility is located shall be responsible for correcting and controlling any nuisance conditions occurring at the facility.

The post-closure plan must be revised to acknowledge that the owner or operator of the closed facility or the owner of the real estate upon which the closed facility is located is responsible for correcting and controlling any nuisance conditions occurring at the facility.

329 IAC 10-38-6 Elimination of threats to human health or the environment after post-closure

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 6. Subsequent to the completion of post-closure, the owner or operator of a closed facility or the owner of real estate on which a closed facility is located shall be responsible for eliminating any threat to human health or the environment.

The post-closure plan must be revised to acknowledge that the owner or operator of the closed facility or the owner of the real estate upon which the closed facility is located is responsible for eliminating any threat to human health or the environment.

329 IAC 10-38-7 Remedial action

Authority: IC 13-1-12-8; IC 13-7-7-5; IC 13-7-10-1
Affected: IC 13-1-3; IC 13-7; IC 36-9-30

Sec. 7. The commissioner may proceed under IC 13-7-8.7 and rules adopted under IC 13-7-8.7-7(d) that require the owner or operator of a closed facility or the owner of real estate upon which a closed facility is located, or any other responsible party under IC 13-7-8.7, to perform remedial action, including the installation and monitoring of ground water monitoring wells or other devices, if the commissioner determines that a facility is a threat to the public health or the environment, due to a release of hazardous substances from the facility into the environment.

The post-closure plan must be revised to acknowledge that the owner or operator of the closed facility or the owner of the real estate upon which the closed facility is located or any other responsible party under IC 13-7-8.7, may be required to perform remedial action, including the installation and monitoring of ground water monitoring wells or other devices, if the commissioner determines that a facility is a threat to the public health or the environment, due to a release of hazardous substances from the facility into the environment.



De Motte State Bank

0177BA
Dept. of Environmental Mgmt.
Commissioner's Office

AUG 26 1996

August 23, 1996

Commissioner
Indiana Department Environmental Management
P.O. Box 6015
Indianapolis, IN 46206-6015

Gentlemen:

On March 23, 1996, DeMotte State Bank issued Irrevocable Letter of Credit No. 134 for \$100,000.00 on behalf of R & M Enterprises, Inc., 18501 Clark Road, Lowell, Indiana 46356.

Please be advised this Letter of Credit expires on September 23, 1996. Any draws on this Letter must be received prior to this date.

If we can be of any further assistance, please feel free to contact us.

Sincerely,

Daniel J. Ryan
Executive Vice President &
Loan Administrator

CC R & M Enterprises, Inc.

Talked to Bob

Feddeler on 9/12/96.

He's calling the bank to
have them renew the

LOC for \$100,000 at
De Motte State Bank.

OSTHM



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

March 15, 1996

Commissioner
Indiana Department Environmental Management
P.O. Box 6015
Indianapolis, IN 46206-6015

RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Gentlemen:

This is to confirm that the above mentioned letter of credit in the amount of \$227,000.00 has been renewed for another year and will expire December 23, 1996.

If there are any questions, please feel free to contact the undersigned.

SAND RIDGE BANK

Walter Banke
Vice President
Commercial Loan Dept.

Dept. of Environmental Mgmt.
Commissioner's Office

MAR 18 1996

WJB:rp
cc: R & M Enterprises, Inc.

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

CUSTOMER SERVICE (219) 322-9530



Cole Associates Inc.

A DLZ Company
ENGINEERS • ARCHITECTS • PLANNERS

*Feddeler CD
Lake Co
2 C1#*

March 12, 1996

Mr. Jeff Sewell
Solid Waste Permitting
Office of Solid and Hazardous Waste
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

RE: Solid Waste Facility Permit, FP# 45-08, Feddeler Construction Demolition Site, Lake County, Indiana. Required Plot Plan.


Dear Mr. Sewell:

Enclosed are three copies of the Plot Plan for the Feddeler Landfill, as required by the General Reporting Requirements of the Rule, for your review and records.

If you have any questions or concerns please call me at (317)633-4120.

Sincerely,

Cole Associates Inc.


Brian L. Glaze, PE
Division Manager

CC: Julie Feddeler
Timothy J. Miller

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM

MAR 14 10 15 AM '96

SOLID WASTE CLOSURE PLAN

I. GENERAL INFORMATION

- A. Facility Name: The Feddeler Landfill
- B. Facility Location: 10100 W. 181st Ave., Lowell, IN 46356
- C. Facility County: Lake County
- D. Facility Solid Waste Permit No.: FP #45-08
- E. Total Fill Acreage (See instructions): 27.8 acres

II. CLOSURE ACTIVITIES (Provide a description of the steps that will be used to partially close, if applicable, and finally close the facility. See instructions for items that should be included.)

See Attachment "A"

RECEIVED

MAR 11 1996

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
& HAZARDOUS WASTE MANAGEMENT

II. CLOSURE ACTIVITIES - Continued (Photocopy additional pages as necessary.)

See Attachment "A"

ATTACHMENT "A"

This facility is characterized as a construction demolition landfill. This facility accepts, for final disposal, C/D materials specified in 329 IAC 2-9-2 and industrial process scrap insulation materials waste from Globe Industries.

The boundary of the facility contains approximately 37.8 acres of land. This is verified by the owner's deed as well as recent aerial photographs.

Approximately ten (10) acres of land have been closed and inactive for more than fifteen (15) years. These ten acres include the area that contains the owner's occupied residential dwelling, operations garage, operations office trailer, and the operations parking area. This area is relatively flat and level with State Road 2 within the property's southern boundary.

Approximately 21 acres are considered active fill areas. Approximately 6.8 acres are considered virgin fill areas. Final closure will consist of placement of twenty four (24) inches of compacted clay over the fill area. Upon application of the clay cover, six (6) inches of topsoil will be placed over the fill area. Finally, vegetation will be established uniformly over the fill area.

Approximately 90,000 cubic yards of clay and 22,400 cubic yards of top soil will be required for final cover. The facility has dedicated an estimated 35,000 cubic yards of top soil and 300,000 cubic yards of clay which are available within the facility's boundaries. In addition, approximately 80 acres of virgin land adjacent to the facility are owned by the facility operators and will be available for final cover. This 80 acres has virtually unlimited clay and topsoil for final cover. Final cover will be applied with machinery that is owned by the operators of the facility. It is anticipated that some of this machinery will be replaced as the operation continues.

Final contours will be staked by a registered Land Surveyor employed with a qualified consulting engineering firm. Complete as-built plans will be submitted upon final closure.

No drainage structures other than ditches and swales will be necessary. The facility is completely fenced and will remain fenced indefinitely after closure. Beneficial uses related to recreational uses for the community are currently being evaluated.

Post closure activities including, but not limited to, the maintenance of vegetation, the prevention of erosion, and the security of the property, will be performed on a continual basis until a beneficial use option has been implemented. The beneficial use option by definition will require the permanent maintenance of the facility.

III. LABOR, MATERIALS, & TESTING (Provide a listing of items necessary to close the facility. For items that will vary depending upon the number of acres to be closed, the quantities should be indicated on a per acre basis.)

A. Item	B. Quantity	C. Units
Final clay cover 2 ft. thick (cy/acre)	3230	cy
Topsoil (cy/acre)	807	cy
Seed (100 lb/acre)	100	lbs.

IV. EXPECTED YEAR OF CLOSURE

- A. Expected Year of Closure 2005
- B. Total Time Required to Close Facility
(See instructions) 12 months
- C. Time Required for Intermediate Steps in Closure (Provide a description of intermediate closure activities and the time required. See instructions.)

As the 27.8 acres reaches final grade, 2 ft. of clay and 6" of topsoil will be placed as cover. Final closure will be approximately year 2005.

V. **COST PER ACRE FOR FINAL COVER & VEGETATION**

A. What Percent of Final Cover and Topsoil is Available from Areas That are Controlled, and Will be Controlled through Post-Closure, by the Permittee?

1. % of final cover 100%
2. Describe location of sources Approximately 100,000 cu. yd. stockpiled on site; approx. 200,000 cu. yd. in place on site; virtually unlimited source on adjacent 96 acre property - adjacent property owned by operator.
3. % of topsoil 100%
4. Describe location of sources Approximately 25,000 cu. yd. stockpiled on site; approx. 10,000 cu. yd. stockpiled on adjacent 96 acre property, plus virtually unlimited supply in place.

B. Cost Per Acre for Acquisition, Placement, & Compaction of Two Feet of Final Cover

1. Acquisition
 - a. Quantity of clay needed per acre (cy/acre) 3,240 cu. yd./acre
 - b. Excavation unit cost (\$/cy) (if obtained on-site) \$1.00/cy
 - c. Purchase unit cost (\$/cy) (if obtained off-site) N/A
 - d. Delivery unit cost (\$/cy) (if obtained off-site) N/A
 - e. Acquisition cost (\$/acre)
Line 1a * Line 1b (or)
Line 1a * (Line 1c + Line 1d) \$3,240.00/acre

2. Placement and Compaction

- a. Placement/spreading unit cost \$.50/cu. yd.
- b. Compaction unit cost (\$/cy) \$.50/cu. yd.
- c. Placement and compaction cost (\$/acre)
Line 1a * (Line 2a + Line 2b) \$1.00/cu. yd.

3. Testing

- a. Soil classification (if soil source
is of variable quality)(\$/acre) N/A
- b. Survey control for cover thickness
and proper slopes (\$/acres) \$250.00/acre
- c. Density testing (if planned)(\$/acre) N/A
- d. Testing cost (\$/acre)
Line 3a + Line 3b + Line 3c \$250.00/acre

4. Clay Cover Cost (\$/acre)

Line 1e + Line 2c + Line 3d \$3,491.00

C. Cost Per Acre for Acquisition & Placement of Topsoil

1. Acquisition

- a. Quantity of topsoil needed per acre
(cy/acre) 807
- b. Excavation unit cost (\$/cy)
(if obtained on-site) \$1.00/cu. yd.
- c. Purchase unit cost (\$/cy)
(if obtained off-site) N/A
- d. Delivery unit cost (\$/cy)
(if obtained off-site) N/A
- e. Acquisition cost (\$/acre)
Line 1a * Line 1b (or)
Line 1a * (Line 1c + Line 1d) \$807.00/acre

2. Placement

a. Spreading unit cost (\$/cy) \$.50/cu . yd.

b. Placement cost (\$/acre)
Line 1a * Line 2a \$404.00/acre

3. Topsoil Cost (\$/acre)
Line 1e + Line 2b

\$1,211.00/acre

D. Cost Per Acre to Establish Vegetation

1. Vegetation

a. Seeding unit cost (\$/acre) \$100.00/acre

b. Fertilization unit cost (\$/acre) \$30.00/acre

c. Mulching unit cost (\$/acre) \$200.00/acre

d. Vegetation Establishment Cost (\$/acre)
Line 1a + Line 1b + Line 1c

\$330.00/acre

E. Cost Per Acre to Certify Closure

1. Registered Professional Engineer

a. Initial review of closure plan (hrs) 4

b. Total number of inspections 10

c. Inspection time required (hrs/visit) 4

d. Total inspection time (hrs)
Line 1b * Line 1c 40

e. Prepare final documentation (hrs) 40

f. Total engineer time (hrs)
Line 1a + Line 1d + Line 1e 80

g. Engineer unit labor cost (\$/hr) 65

h. Professional engineer cost (\$)
Line 1f * Line 1g \$5,200.00

i. Area of site permitted for filling (acres) 27.8

j. Closure Certification Cost (\$/acre)
Line 1h + Line 1i \$187.05

F. Other Costs Per Acre for Final Cover and Vegetation

1. Other Costs (\$/acre) (Specify) N/A

G. Total of Items B through F (Must not be less than \$5,000) \$5,219.05

VI. **OTHER CLOSURE COSTS** (Give these on a total facility basis rather than per acre.)

A. Notation on Property Deed N/A

B. Other Costs

Cost for items such as drainage features, installation of gas vents, etc., should be delineated in this section.

1. Activity Cost

N/A

C. Total (Add costs from Sections A. and B.) N/A

VII. CLOSURE COST ESTIMATE (Multiply Item I.E. by
Item V.G. and then add Item VI.C.):

\$145,089.59

**VIII. ADDITIONAL INFORMATION REQUIRED FOR FACILITIES PROVIDING
FINANCIAL ASSURANCE ON AN INCREMENTAL BASIS**

- A. Will Closure Financial Assurance be Provided on an Incremental Basis? (If
the answer to this question is no, skip to Item IX.) No
- B. Map of Areas of Waste Deposition (Attach a copy of the facility's final
contour map which shows the maximum areas of waste deposition on a
yearly basis for the remaining life of the facility.)

C. Maximum Areas of Waste Deposition & Closure Costs (Fill in the following table for each remaining year of the facility's life.)

Year	Max. Area of Waste Deposition (cumulative acres) (end of year)	Closure Cost w/o Partial Closure (\$)	Area Partially Closed (cumulative acres) (start of year)	Increm. Closure (\$)
1997	5.0	\$16,122	2.15	\$16,121
1998	7.85	\$32,243	5.0	\$16,121
1999	10.7	\$48,364	7.85	\$16,121
2000	13.55	\$64,485	10.7	\$16,121
2001	16.4	\$80,606	13.55	\$16,121
2002	19.25	\$96,727	16.4	\$16,121
2003	22.10	\$112,848	19.25	\$16,121
2004	24.95	\$128,969	22.10	\$16,121
2005	27.8	\$145,090	24.95	\$16,121

IX. ENGINEER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit this information.

Signature: _____

Date: 3/11/96

Name: Brian L. Glaze

Address: 36 S. Pennsylvania, Suite 360
Indianapolis, IN 46204

Telephone No.: (317) 633-4120

Professional Engineer Registration No.: 920008



SOLID WASTE POST-CLOSURE PLAN

I. GENERAL INFORMATION

- A. Facility Name: The Feddeler Landfill
- B. Facility Location: 10100 W. 181st Ave., Lowell, IN 46356
- C. Facility County: Lake County
- D. Facility Solid Waste Permit No.: FP #45-08

II. POST-CLOSURE CONTACT PERSON

- A. Name: Julie Feddeler
- B. Address: 10100 W. 181st Ave., Lowell, IN 46356
- C. Telephone No.: (219) 696-8905

III. GROUND WATER MONITORING ACTIVITIES (Provide a description of planned ground water monitoring activities including the frequency of the activities. See instructions.)

Per operating permit.

N/A

IV. MAINTENANCE ACTIVITIES (Provide a description of planned maintenance activities and the frequency at which they will be performed. See instructions.)

1. Mowing during July and October for the first two closure years.
2. Monthly inspection for any required re-seeding maintenance.
3. Quarterly inspection for any required erosion maintenance.
4. Quarterly inspection of ditches and regrade if required.

V. POST-CLOSURE COST ESTIMATE (See instructions. Note that these estimates are to be presented for the entire post-closure care period rather than on a yearly basis.)

A. Cost for Semi-Annual Inspections and Reports

1. Inspection

- a. Number of inspections during post-closure period (semiannual inspections for 30 years) 60
- b. Inspector time required (hrs/insp)
- c. Inspector unit labor cost (\$/hr)
- d. Inspection Cost (\$)
Line 1a * Line 1b * Line 1c N/A

2. Report Preparation

- a. Number of reports during post-closure period 60
- b. Cost per report (\$)
- c. Report cost (\$)
Line 2a * Line 2b N/A

3. Inspection and Report Cost (\$) N/A

B. Cost for Maintenance of Final Cover and Vegetation

The cost for cover maintenance and vegetation shall be 10% of the cost per acre calculated for final cover and vegetation in the closure plan. (329 IAC 2-15-8(b)(4))

1. Final Cover Maintenance

- a. 10% of cost for placement of final cover and vegetation (as determined in Item V.G. of the Closure Plan)(\$/acre) \$521.91
- b. Total area of site permitted for filling (acres) 27.8
- c. Cover Maintenance Cost (\$) Line 1a * Line 1b \$14,508.96

C. Cost for Vegetation Control

Certain areas are required to be mowed per regulation. See instructions.

1. Mowing

a. Mowing frequency (visits/30 years) 32
b. Area to be mowed (acres/visit) 27.8
c. Mowing unit cost (\$/acre) \$10/acre
d. Vegetation Control Cost (\$)
Line 1a * Line 1b * Line 1c \$8,896.00

D. Cost for Maintenance of Access Control & Benchmarks

1. Access Control Maintenance

a. Access control maintenance frequency (visits/30 years) N/A
b. Amount of fence needing replacement (linear feet/visit) N/A
c. Fencing unit cost (\$/linear foot) N/A
d. Fence cost (\$)
Line 1a * Line 1b * Line 1c N/A
e. Other (\$) N/A
(Specify) _____

f. Access Control Maintenance Cost (\$)
Line 1d + Line 1e N/A

2. Benchmark Maintenance Cost (if any) (\$) N/A

3. Access Control & Benchmark Repair Cost (\$)
Line 1f + Line 2 N/A

E. Cost for Leachate Collection System Monitoring and Maintenance

1. Leachate Collection System Inspection

a. Inspection frequency (insp/30 years) N/A

b. Inspection time required (hrs/insp) N/A

c. Inspector unit labor cost (\$/hr) N/A

d. Inspection cost (\$)
Line 1a * Line 1b * Line 1c N/A

2. Leachate Collection System Maintenance

a. Number of pumps replaced during post-closure (pumps/30 years) N/A

b. Pump unit cost (\$/pump) N/A

c. Other (\$)
(specify) N/A

d. Leachate system maintenance
(Line 2a * Line 2b) + Line 2c N/A

3. Leachate Collection Monitoring and
Maintenance Cost (\$)
Line 1d + Line 2d N/A

F. Cost for Methane Control System Monitoring and Maintenance

1. Methane Control System Monitoring

a. Gas Monitoring frequency
(visits/30 years) N/A

b. Time required to monitor (hrs/visit) N/A

c. Contract lab technician unit
labor cost (\$/hr) N/A

d. Gas monitoring cost (\$)
Line 1a * Line 1b * Line 1c N/A

2. Gas Monitoring Well Maintenance

- a. Maintenance frequency (visits/30 years) N/A
- b. Monitoring wells needing maintenance per visit N/A
- c. Maintenance time required (hrs/well) N/A
- d. Unit labor cost (\$/hr) N/A
- e. Monitoring well maintenance cost (\$)
Line 2a * Line 2b * Line 2c * Line 2d N/A

3. Gas Monitoring and Maintenance Cost (\$)
Line 1d + Line 2e N/A

G. Cost for Ground Water Monitoring System Maintenance

1. Monitoring Well Maintenance

- a. Maintenance frequency (visits/30 yrs) N/A
- b. Number of monitoring wells needing maintenance per visit N/A
- c. Maintenance time required (hrs/well) N/A
- d. Unit labor cost (\$/hr) N/A
- e. Monitoring well maintenance cost (\$)
Line 1a * Line 1b * Line 1c * Line 1d N/A

2. Monitoring Well and Parts Replacement

- a. Number of wells needing replacement during post-closure period N/A
- b. Existing monitoring well sealing unit cost (\$/well) N/A
- c. New monitoring well construction unit cost (\$/well) N/A

d. Monitoring well replacement cost (\$)
Line 2a * (Line 2b + Line 2c) N/A

e. Number of pumps needing replacement
during post-closure period N/A

f. Pump unit cost (\$/pump) N/A

g. Pump cost (\$)
Line 2e * Line 2f N/A

3. Ground Water Monitoring System
Maintenance Cost (\$)
Line 1e + Line 2d + Line 2g N/A

H. Cost for Ground Water Monitoring

1. Ground Water Monitoring

a. Number of required monitoring wells N/A

b. Monitoring frequency
(semiannual sampling for 30 years) 60

c. Sampling and analysis cost (\$/well) N/A

d. Ground Water Monitoring Cost (\$)
Line 1a * Line 1b * Line 1c N/A

I. Cost for Leachate Hauling

1. Leachate Pumping & Hauling

a. Leachate removal frequency
(visits/30 years) N/A

b. Quantity to be managed off-site
(gallons/visit) N/A

c. Truck capacity (gallons) N/A

d. Number of loads/visit
Line 1b / Line 1c
(round up to nearest integer) N/A

e. Pumping and transportation
unit cost (\$/load)

N/A

f. Leachate Hauling Cost (\$)
Line 1a * Line 1d * Line 1e

N/A

J. Cost for Leachate Disposal

1. Leachate Treatment

a. Volume of leachate requiring
disposal (gallons)

N/A

b. Disposal unit cost (\$/gal)

N/A

c. Leachate Disposal Cost (\$)
Line 1a * Line 1b

N/A

K. Other Costs

Any costs not included in the above items should be included here.
These might include drainage ditch, access road, and sedimentation pond
maintenance, lift station power costs, etc.

1. Activity

Cost

Drainage Ditch Maintenance
10 year cost

\$ 5,000.00

Erosion Maintenance

\$ 5,000.00

2. Total of Other Costs (\$)

\$10,000.00

L. Total Post Closure Cost Estimate (\$)
(Total of preceding categories)

\$33,404.96

VI. SIGNATORY CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit this information.

Signature: _____

Date: 3/11/96

Name: _____

Brian L. Glaze

Address: _____

36 S. Pennsylvania, Suite 360

Indianapolis, IN 46204

Telephone No.: (317) 633-4120





Cole Associates Inc.

A DLZ Company

ENGINEERS • ARCHITECTS • PLANNERS

February 27, 1996

Mr. Mike Tragesser
Indiana Department of Environmental Management
Indiana Government Center - North N1154
100 North Senate Avenue
Indianapolis, IN 46206

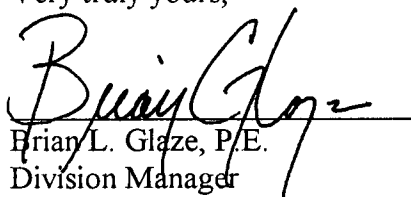
RE: Feddeler Landfill - Solid Waste Closure Plan and
Solid Waste Post-Closure Plan

Dear Mr. Tragesser:

Per our conversation of February 26, 1996, this letter confirms the two week extension of the deadline for the Feddeler Landfill Solid Waste Closure and Post-Closure plans. As agreed, these plans will be due on Monday, March 11, 1996.

If you have any questions, please call this office. Cole Associates appreciates the flexibility your Department has shown.

Very truly yours,


Brian L. Glaze, P.E.
Division Manager

cc: Ms. Julie Feddeler

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM
FEB 29 1 57 PM '96

JAMES P. CAGNINA, JR.

February 20, 1996

Ms. Daniela Klesmith
Office of Solid and Hazardous Waste
Indiana Department of Environmental Management
100 North Senate, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Re: R&M Enterprises, Inc.
Closure/Post Closure Plan

Dear Ms. Klesmith:

Thank you for calling me earlier today regarding the closure/post closure requirements for R&M Enterprises, Inc. As discussed we are in the process of re-developing the closure/post closure plan for the Feddeler Landfill and it is our intent to submit this document to you office as soon as possible.


Per our discussion it is my understanding that DEM policy regarding financial assurance for a construction demolition facility is outlined in 329 IAC 2-12. Specifically, this calls for a financial assurance calculation based on two feet (2ft) of final cover – compacted clay, six inches (6in.) of top soil and the establishment of vegetation; even though final closure requirements at 329 IAC 2-14 only requires two feet of final cover for actual closure of a construction/demolition site.

In other words the operating regulation in calculating financial assurance is contained at 329 IAC 2-12. It will be on this basis that we would finalized a new closure/post closure plan. If my understanding is incorrect please let me know.

Again, I appreciate you assistance in this matter.

With kind regards,

Sincerely,



cc: R&M Enterprises, Inc.
Brian Glaze, Cole Associates

71 E. DIVISION ST., SUITE 904, CHICAGO, ILLINOIS 60610
PHONE (312) 654-1955, FAX (312) 654-1956

JAMES P. CAGNINA, JR.

February 19, 1996

Ms. Daniela Klesmith
Office of Solid and Hazardous Waste
Indiana Department of Environmental Management
100 North Senate, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Re: R&M Enterprises, Inc.
Closure/Post Closure Plan

Dear Ms. Klesmith:

I am writing in an attempt to secure your guidance regarding the closure/post-closure plan requirements associated with the Feddeler Construction/Demolition Site. A January 26, 1996 certified letter from David Wersan to Julie Feddeler requested that a revised closure/post closure plan be submitted within 30 days of the receipt of that letter. Since receipt of the letter R&M has engaged consulting engineers to assist them in the preparation of a revised plan.

We have several questions related to the applicable closure/post closure plan regulations and DEM policy and procedure related to this C/D facility. Your colleagues have suggested that you are the appropriate expert to contact with respect to questions related to closure/post closure plans. I have attempted to contact you by phone several times over the last couple of weeks but have failed to receive a response. I understand that your office is quite busy, however, Mr. Wersan's January 26th letter demands immediate attention on the part of R&M.

Mr. Tragesser has sent me a copy of the "final cover" regulations he believes is applicable to the Feddeler's facility - 329 IAC 2-14-(12-19). Section 19(3)(b) "Final cover of solid waste land disposal facility; requirements" refers back to 329 IAC 2-14-16 "Operational requirements for solid waste land disposal facilities: cover for construction/demolition sites". This section is unclear with respect to top soil and vegetation establishment and placement. We would appreciate a clarification with respect to the requirements of the profile of the final cover. A traditional two feet (2ft) of compacted clay, six inches (6") of top soil and

71 E. DIVISION ST., SUITE 904, CHICAGO, ILLINOIS 60610
PHONE (312) 654-1955, FAX (312) 654-1956

Ms. Klesmith
February 19, 1996
Page Two

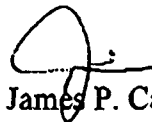
the establishment of vegetation may be considered adequate for final cover. However, if applicable this regulation can be interpreted to suggest that only a minimum of two feet (2ft) of compacted clay is required.

We are interested in providing a meaningful closure plan and are seeking your assistance. I will attempt to call you again tomorrow, however if this letter reaches you in advance please call. Please feel free to use my toll free number (800) 993-3349 if it will facilitate this call – this number is forward to my home for 24 hour access. If there is an alternative DEM contact which can provide us with the guidance that we need please forward this letter accordingly.

Since incorporation R&M has enjoyed a very positive working relationship with your agency and expect that it will continue. I look forward to speaking with you.

With kind regards,

Sincerely,



James P. Cagnina, Jr.

cc: R&M Enterprises, Inc.

71 E. DIVISION ST., SUITE 904, CHICAGO, ILLINOIS 60610
PHONE (312) 654-1955, FAX (312) 654-1956



January 26, 1996

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM

FEB 5 12 56 PM '96

H.C. & C.
Feddeker CID ore
Lake County

Via Facsimile

Mr. Mike Tragesser
Solid Waste Permit Section
Indiana Department of Environmental Management
100 North Senate, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Dear Mike:

On behalf of R&M Enterprises, Inc. I would like to thank you for being responsive to our request for information and assistance with respect to our efforts in developing and operating the Feddeker Landfill at the highest standards.

I would appreciate any forms or guidance that you may have regarding the development and/or modification of a solid waste fill facility closure/post closure plan. R&M has directed me to complete DEM requirements related to this matter as soon as possible.

Please forward guidance materials to the below address with god speed:

James P. Cagnina, Jr.
Government Consultants, Inc.
71 E. Division Street, Suite 904
Chicago, Illinois 60610

I look forward to working with you in the future on this project. If you have any questions, please call me at (312) 654-1955.

With warmest regards,

Sincerely,

James P. Cagnina, Jr.

cc: Julie Feddeker



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor

Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL Z 339 817 655

Ms. Julie Feddeler
R & M Enterprises, Inc.
18501 Clark Road
Lowell, IN 46356

January 26, 1996

Dear Ms. Feddeler:

Re: Financial Assurance
Feddeler Construction/Demolition Site
FP# 45-8
Lake County

The closure/post-closure plans for the Feddeler Construction/Demolition Site are currently being revised per 329 IAC 2-15-3 and 329 IAC 2-15-8, due to inaccurate numbers on the previously submitted plans. Until such time that the closure/post-closure plans are submitted to the Indiana Department of Environmental Management (IDEM) and the closure/post-closure cost estimates are approved by IDEM, all existing letters of credit for the closure/post-closure costs at the site will remain in place. No adjustments or releases on these instruments shall occur until the approval of the closure/post-closure estimates by IDEM. IDEM is requesting that a revised closure/post-closure plan be submitted within thirty (30) days of receipt of this letter. This information is delinquent per condition E4 of the June 13, 1995, permit renewal.

If you have any questions or need further assistance, please contact Mr. Mike Tragesser of the Solid Waste Permit Section at 317/232-7206.

Sincerely,

David Wersan
Assistant Commissioner
Solid and Hazardous Waste Management

MLT



2611 HIGHWAY AVE. • BOX 1929 • HIGHLAND, IN 46322

November 1, 1995

Commissioner
Indiana Department Environmental Management
P.O. Box 6015
Indianapolis, IN 46206-6015

RE: Irrevocable Letter of Credit No. 293/R & M Enterprises, Inc.

Please be advised that the above mentioned Letter of Credit is
expiring effective December 23, 1995.

We would appreciate you forwarding the original letter to us at
termination date in the enclosed self-addressed stamped envelope.

Thank you for your cooperation.

Sincerely,

Walter Banke
Asst. Vice President
Commercial Loan Officer

WB:rp
Enclosure

RECEIVED
D.E.M.

NOV 02 1995

MANAGEMENT, BUDGET
& ADMINISTRATION

Dept. of Environmental Mgmt.
Commissioner's Office

NOV 01 1995

Member Federal Deposit Insurance Corporation

DOWNTOWN HIGHLAND 2611 HIGHWAY AVENUE (219) 838-9500
SOUTH HIGHLAND 45TH AND KENNEDY (219) 922-3300

SCHERERVILLE 450 W. LINCOLN HIGHWAY (219) 322-9500
HESSVILLE 2635 169TH STREET (219) 972-7384
(INSIDE VAN TIL'S MEGA MART)

CUSTOMER SERVICE (219) 322-9530



De Motte State Bank

23625/DMB
Dept. of Environmental Mgmt.
Commissioner's Office
SEP 25 1995

September 23, 1995

Irrevocable Letter of Credit
No. 134 \$100,000.00
Expires September 23, 1996

Jeff
Stevens
Rm. 1154
Commissioner
Indiana Department Environmental Management
100 N. Senate Ave.
P.O. Box 6015
Indianapolis, IN 46206-6015

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor available by your drafts drawn on DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, for any sum or sums not exceeding in total \$100,000.00 for the account of R & M Enterprises, Inc., 18501 Clark Road, Lowell, Indiana 46356.

Each draft must be marked "Drawn under DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, Credit No. 134" and be accompanied by a signed statement of Indiana Department Environmental Management, the amount drawn represents the balance due and unpaid from R & M Enterprises, Inc. of Lowell, Indiana.

This credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credits, 1983 Revision, The International Chamber of Commerce Publication No. 44".

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, on or September 23, 1996.

Sincerely,

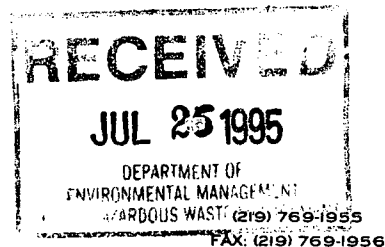
Daniel J. Ryan
Executive Vice President
& Loan Administrator

SEP 27 3 53 PM '95

210 S. HALLECK STREET, BOX 400, DeMOTTE, INDIANA 46310-0400 (219) 987-4141



Donald J. Dreyfus
Attorney at Law
SUITE 425 - NORTH TOWER
TWIN TOWERS
1000 EAST BOTH PLACE
Merrillville, Indiana 46410-5606



July 24, 1995

Mr. Michael Tragesser
Indiana Department of
Environmental Management
Room N 1154
100 North Senate Avenue
Indianapolis, IN
46206-6015

Re: Feddeler Enterprises, Inc. - transfer of Permit 45-8 to
R & M Enterprises, Inc.

Dear Mr. Tragesser:

Pursuant to our telephone conversation today, please be
advised that I represent Feddeler Enterprises, Inc.

You verified the fact that the transferee, R & M
Enterprises, Inc. has letters of credit totaling \$347,000.00 on
file.

Accordingly, please release the \$100,000.00 letter of
credit of Feddeler Enterprises, Inc. issued by Kentland Bank,
Kentland Indiana.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Donald J. Dreyfus", written over a horizontal line.

DONALD J. DREYFUS

DJD:1

cc: Kentland Bank, Kentland, Indiana
Mrs. Janette Mezydlo, Feddeler Enterprises, Inc.

via Fedex

Date June 23

19 95

L.H. Pilcher
Title Publish

NOTICE OF DECISION

Indiana Department of Environmental Management

Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a solid water facility minor permit modification for the Feddeler Construction/Demolition Site which is located at SR 2, 1/2 mile East of U.S. 41, Lake County, Ind. This permit renewal and modification allows the above referenced site to continue operating and accept construction/demolition waste. A copy of this permit is available for review at the Lowell Public Library located at 1505 E. Commercial, Lowell, Ind.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to Ms. Kathy Prosser, Technical Secretary, Solid Waste Management Board, 100 N. Senate Ave., P.O. Box 6167, Indianapolis, Ind. 46206, within fifteen (15) days from the publication of this notice. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Aaron Lauster, Solid Waste Facilities Branch, at 100 N. Senate Ave., P.O. Box 6015 Indianapolis, Ind. 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law.

Pursuant to IC 4-21.5-3-5(d), the Commissioner will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Commissioner at the above address within fifteen (15) days from the publication of this notice.

Please bring this matter to the attention of persons you believe may have an interest in it.

Dated at Indianapolis, Ind. this 13 day of June, 1995.
David L. Buha for L.S.
Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste
Management
(June 21, 1995)

PUBLISHER'S AFFIDAVIT

State of Indiana

SS

Lake County

Personally appeared before me, a notary public in and for said county and state, the undersigned L.H. Pilcher, who being duly sworn says that he is of competent age and is Publisher of The Lowell Tribune, a weekly newspaper which for at least five (5) consecutive years has been published in the town of Lowell, county of Lake, State of Indiana, and which, during that time, has been a newspaper of general circulation, having a bona fide paid circulation, printed in the English language and entered, authorized and accepted by the post-office department of the United States of America as mailable matter of the second-class as defined by the Act of Congress of the United States of March 3, 1879, and that the printed matter attached hereto is a true copy, which was duly published in said newspaper 1 time(s), the date(s) of publication being as follows:

June 21, 1995

L.H. Pilcher

AFFIANT

Subscribed and sworn to before me this 23rd day of June, 19 95

Adele Armstrong

Notary Public

ADELE ARMSTRONG

My commission expires

MY COMMISSION EXPIRES 8-15-96

LAKE COUNTY, INDIANA

YOUR COPY

PAID

General Form No. 99 P (Rev. 1987)

2221
FEDERAL C/D SM
LAKE CO.

To THE LOWELL TRIBUNE Dr.

(Governmental Unit)

LAKE

County, Indiana

Lowell, Indiana 46356

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines

Head-number of lines

Body-number of lines

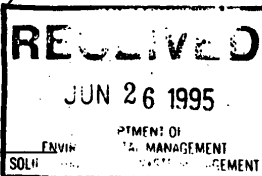
Tail-number of lines

Total number of lines in notice

RECEIVED
D.E.M.

JUN 27 1995

CONTROLLERS DIV.



COMPUTATION OF CHARGES

68 lines, 1 columns wide equals 68 equivalent

lines at .277 cents per line

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

\$ 18.84

Charge for extra proofs of publication
(\$1.00 for each proof in excess of two)

\$ 18.84

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column 10 1/2 ems

Size of type 6 point

Number of insertions 1

Pursuant to the provisions and penalties of Ch. 155, Acts 1963

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date June 23, 19 95

L.H. Pilcher
Title Publisher

NOTICE OF DECISION

Indiana Department of Environmental Management

Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a solid waste facility minor permit modification for the Fedeeler Construction/Demolition Site which is located at SR 2, 1/4 mile East of U.S. 41, Lake County, Ind. This permit renewal and modification allows the above referenced site to continue operating and accept construction/demolition waste. A copy of this permit is available for review at the Lowell Public Library located at 1505 E. Commercial, Lowell, Ind.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to Ms. Kathy Prosser, Technical Secretary, Solid Waste Management Board, 100 N. Senate Ave., P.O. Box 6187, Indianapolis, Ind. 46206, within fifteen (15) days from the publication of this notice. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Aaron Lauster, Solid Waste Facilities Branch, at 100 N. Senate Ave., P.O. Box 6015 Indianapolis, Ind. 46206. This petition must include facts demonstrating that the petitioner is the applicant or person aggrieved by the decision, or a per-

PUBLISHER'S AFFIDAVIT

State of Indiana

SS

Lake County

Personally appeared before me, a notary public in and for said county and state, the undersigned L.H. Pilcher, who being duly sworn says that he is of competent age and is Publisher of The Lowell Tribune, a weekly newspaper which for at least five (5) consecutive years has been published in the town of Lowell, county of Lake, State of Indiana, and which, during that time, has been a newspaper of general circulation, having a bona fide paid circulation, printed in the English language and entered, authorized and accepted by the post-office department of the United States of America as mailable matter of the second-class as defined by the Act of Congress of the United States of March 3, 1879, and that the printed matter attached hereto is a true copy, which was duly published in said newspaper 1 time(s), the date(s) of publication being as follows:

June 21 1995

AFFIANT

Subscribed and sworn to before me this 23rd day of June, 19 95

Notary Public

My commission expires

MY COMMISSION EXPIRES 8-15-96

LAKE COUNTY, INDIANA

YOUR COPY

PAID
ToINDIANA DEPT. OF ENVIRONMENTAL MGMT
(Government Unit)

POST-TRIBUNE

Dr.

LAKE

County, Indiana

1065 BROADWAY, GARY, IND. 46402

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) number of equivalent lines

Head — number of lines

Body — number of lines

Tail — number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

74 lines, 1 columns wide equals 74 equivalent

lines at .213 cents per line

Additional charge for notices containing rule or tabular work
(50 percent of above amount)Charge for extra proofs of publication
(\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

RECEIVED
D.E.M.

JUL 10 1995

CONTROLLERS DIV.

\$ 15.76

\$ 15.76

INTERESTED PERSONS LIST

II C2 D

Site Name Feddeler Solid Fill Site

County Gr 2, 1/2 Mile E. of US 41

Name Brian Stage

Address Grand Cal Fresh force
2400 New York Ave-Suite 303
Whiting, IN 46394

Date 2-12-93

Name _____

Address _____

Date _____

Name Henry Kaszuba

Address 18606 Austin St
Lowell On 46356

Date 11/3/96

Name _____

Address _____

Date _____

Name GEORGE KODISTRA

Address RR #13 Box 275
BRAZIL, TN. 47834

Date 12-3-96

Name _____

Address _____

Date _____

Name _____

Address _____

Date _____

Name _____

Address _____

Date _____

Name _____

Address _____

Date _____

Name _____

Address _____

Date _____

Very

VERIFICATION OF RECEIPT OF PUBLIC REVIEW MATERIALS

OFFICE OF SOLID AND HAZARDOUS WASTE MGMT
DEM
JUN 23 2 58 PM '95
2C2A
FEDDER CLO
Lake

NAME OF LIBRARY AND LOCATION:

Lowell Public Library
1505 East Commercial
Lowell, Indiana 46356-1899

FACILITY NAME AND LOCATION:

Feddeler Construction/Demolition Site
SR 2, 1/2 Mile East Of US 41
Lake County, Indiana

MATERIALS RECEIVED:

Notice of Decision
Permit Letter
Agency Addressed Envelope

DATE RECEIVED/MADE AVAILABLE TO THE PUBLIC:

June 19, 1995

SIGNATURE OF RECEIVING PARTY:

Barbara Berkey Date: *6/19/95*

PLEASE RETURN THIS VERIFICATION IN THE ENCLOSED STAMPED, SELF-ADDRESSED ENVELOPE.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL Z 339 775 841

June 13, 1995

Mr. Robert Feddeler
R & M Enterprises, Inc.
18501 Clark Road
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Approval of Renewal and Modification of
Solid Waste Facility Permit
FP# 45-08
Feddeler Construction/Demolition Site
Lake County

The operating permit renewal application for the above-referenced facility as received on March 13, 1986 and minor modification received on January 9, 1995 have been reviewed and certified as meeting the requirements of IC 36-9-30 and IC 13-7. This permit renewal applies to the site located at SR 2, 1/2 mile East of US 41, which contains 41 acres approved for filling. Your authority to operate this facility is subject to the Solid Waste Facility Permit FP# 45-08, issued on August 7, 1981, and the terms of this letter, and the enclosures. This operating permit renewal will expire on June 1, 1997.

You are hereby notified that the Office of Solid and Hazardous Waste Management (OSHW) of the Indiana Department of Environmental Management (IDEM) has issued a modification under the authority of IC 13-7-10-5 to the Feddeler Construction/Demolition Site. This modification changes the classification of this site from a Solid Fill Site to a construction/demolition site and allows the site to accept construction/demolition waste. Since the designation of solid fill site is no longer recognized by the IDEM, the site will be referenced as the Feddeler Construction/Demolition Site. This approval does not supersede the requirements of any other agency of local, State or federal government.

All terms and requirements set forth in Solid Waste Facility Permit FP# 45-08, dated August 7, 1981, and its subsequent modifications and renewals to date remain in force and effect unless superseded by statute, regulation or the terms and requirements of this modification and renewal permit, and enclosures. The Indiana Department of Environmental Management reserves the right to take enforcement action against the Permittee herein for failure to comply with the terms and requirements of Solid Waste Facility Permit FP# 45-08.

Pursuant to IC 4-21.5, review of this permit modification and renewal letter may be initiated by you, as applicant, or by any "aggrieved or adversely affected person". This permit modification and renewal become effective once all applicable time periods for petitioning for Stays of Effectiveness have expired, unless you are notified in writing by an Administrative Law Judge that the permit modification and renewal have been further stayed. As discussed in our enclosed Notice of Decision, if you wish to challenge this decision, you must file a Petition for Review with the Technical Secretary for the Solid Waste Management Board within eighteen (18) days from the date that this permit letter was mailed, pursuant to IC 4-21.5-3-7.

If you have any further questions regarding this matter, please contact Mr. Aaron Lauster of the Office of Solid and Hazardous Waste Management at (317) 233-5562.

Sincerely,



Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

ALL

Enclosures

cc: Lake County Health Department
Lake County Commissioners
Lake County Solid Waste District

PERMIT REQUIREMENTS

- A. Construction/Operation Requirements
- B. General Reporting Requirements
- C. Hydrologic Study Requirements
- D. Ground Water Monitoring Requirements
- E. Closure and Post-Closure Requirements

PERMIT REQUIREMENTS

A. CONSTRUCTION/OPERATING REQUIREMENTS

- A1 The impermeable barrier, bottom and side walls, between the solid waste and the locally useful aquifer shall consist of a three (3)-foot thick clay-type material, whether undisturbed, constructed, or a combination thereof. If the barrier is constructed, it shall be compacted to a minimum of ninety-five percent (95%) standard or ninety percent (90%) modified Proctor density to achieve an equivalent hydraulic conductivity of not more than 1×10^{-6} centimeters per second. The clay liner shall be placed in lift thicknesses of not greater than nine (9) inches and have a moisture content between 0 and 5 percent wet of optimum.

Testing shall be performed during the construction of the clay liner at the following minimum frequencies:

Moisture content	5 tests per acre per lift
Density (nuclear or sand cone)	5 tests per acre per lift
Undisturbed hydraulic conductivity (Shelby Tube)	1 test per acre
Moisture-density curve	Every 5,000 cubic yards

All testing must be performed in accordance with the American Society for Testing Materials (ASTM) standards.

Verification of in place clay material shall be tested at a frequency of one boring, five (5) feet below approved waste placement elevation, for every five (5) acres of disposal area. These borings will be tested for:

Soil texture (USDA classification),
Grain size
Color (by Munsel Color Chart)
Hydraulic Conductivity. (collected by Shelby tube, or continuous core sampler).

If the laboratory tested hydraulic conductivity is reported at a velocity greater than 7.5×10^{-7} cm/sec, the facility shall re-test the liner by in-situ methods within ninety (90) days to insure that the barrier has an intact average hydraulic conductivity of not greater than 1×10^{-6} cm/sec in the three (3) feet below waste placement.

Barrier thickness

In cells which are excavated, samples for all required testing except hydraulic conductivity may be collected by use of a test pit.

- A2. Twenty-one (21) days prior to the placement of waste in an unfilled portion of the site, a report shall be submitted to the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management (OSHWM) by the Permittee and by a registered, professional engineer certifying that the Permittee's compliance with Condition A1. The report shall indicate the boundaries of the area being certified and shall include the results of testing conducted and their locations.
- A3. An adequate area for at least six (6) months of disposal shall be available no later than December 1st of each year. The OSHWM shall be notified at least fifteen (15) days in advance of the construction of each new portion of the barrier.
- A4. Clay-type soil or clay-type material means soil classified according to Unified Soil Classification as ML, CL, MH, CH or OH.
- A5. Permanent, visible boundary markers which delineate the approved facility and solid waste boundaries shall be maintained for the life of the facility.
- A6. Municipal solid waste as defined in 40 CFR 257 and 258 shall not be accepted at this facility. Only construction/demolition waste and tested, industrial process scrap insulation materials waste from Globe Industries shall be disposed of at this site. The limits of the disposal area are delineated on the map revision untitled, dated May 5, 1981.
- A7. The haul road at the site shall be maintained so as to provide access to the site and minimize tracking of mud onto the public roads. The Permittee must control public access to the facility and prevent unauthorized vehicular traffic, and illegal dumping of wastes, by using artificial barriers appropriate to protect human health and the environment.
- A8. The site benchmark shall be maintained throughout the entire life and post-closure care period of the facility and noted on all maps submitted.
- A9. Any leachate seeps on the surface of the site shall be immediately managed to prevent off-site migration. Any surface movement of leachate past a point fifty (50) feet outside of the approved solid waste boundaries is prohibited.
- A10. Six (6) inches of weekly cover shall be applied on Friday over all exposed waste regardless of weather conditions.

- A11. Cover shall be applied and maintained at this facility in accordance with 329 IAC 2-14-16. Cover material shall consist of clay-type soil as specified in 329 IAC 2-14-12(a) and (b). The final cover shall be applied within one hundred eighty (180) days to any area of the landfill where solid waste has not been deposited within one year, or when an area of the landfill is filled within two (2) feet of its approved elevations. The final cover shall have a slope of not less than two percent (2%) and not greater than thirty-three percent (33%). The approved final contours are shown on the map revision untitled, dated May 5, 1981. Grading, seeding, and final cover maintenance shall be implemented according to 329 IAC 2-14-18(a),(b), (c), and (d).
- A12. If the physical appearance of the cover soil is noted to change, or the Permittee uses borrow sites off the permitted acreage, samples of the material shall be subjected to gradation and Atterberg Limits tests, and the results submitted to the Office of Solid and Hazardous Waste Management (OSHW) within fifteen (15) days of such testing and prior to the use of this material as cover at the solid waste disposal site.
- A13. Solid waste shall not be deposited in standing or ponded water, except for that water resulting from precipitation directly upon the working face. Trenching into the ground water table is prohibited.
- A14. The facility shall submit a hydrologic study, meeting the criteria set forth in section C of this permit, within ninety (90) days of the receipt of this permit
- A15. If any nuisance or ground surface pollution conditions are created, immediate corrective action will be taken by the Permittee.
- A16. A first aid kit, fire extinguishers, and telephone or radio communication system shall be provided on site.
- A17. Litter fences or other devices shall be used as necessary to control blowing litter. Windblown litter shall be collected daily.
- A18. Vectors, dust, and odors shall be controlled so as not to constitute a nuisance or a health hazard.
- A19. Any salvaged material must be stored in transportable containers or in buildings while awaiting removal from the site.
- A20. A detailed inspection procedure for the landfill shall be developed and implemented at this facility once the facility begins to accept construction/demolition waste. Procedures shall, at a minimum, include inspection of the facility, including but not limited to, the inspection of the landfill cover (intermediate and final), differential settlement, rodent or insect problems, runoff structures, erosion control structures, and ground water monitoring wells

shall be performed at least once a month. The inspection records shall be maintained on-site and available for IDEM staff review. A report denoting any problems noted and corrective action taken shall be submitted to this office on a semiannual basis along with, but separate from, ground water monitoring results.

- A21 Open burning is prohibited at the site.

B. GENERAL REPORTING REQUIREMENTS

- B1. It is recommended that all required submittals be sent via certified mail, and printed on front and back of the paper. All reports, notifications, and other information required to be submitted by this permit modification, except for ground water quality related information, shall be sent to:

Solid Waste Facilities Branch
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

- B2. All ground water maps, ground water quality results, and statistical assessments of the ground water quality required to be submitted to the Indiana Department of Environmental Management by this permit, applicable statute or regulation shall be submitted to:

Solid Waste Facilities Branch, Geology Section Chief
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

- B3. An original plot plan shall be submitted to the OSHWM within forty-five (45) days of this permit renewal, and an up-to-date copy of the approved plot plans shall be maintained on site. A plot plan shall be updated quarterly, and at a minimum, show the following items:
- a. Areas of excavation;
 - b. Areas of current filling;

- c. Areas under intermediate final cover;
- d. Filled areas lacking final cover;
- e. Finished areas (with final cover, contoured and seeded); and
- f. Site benchmark.

C. HYDROLOGIC STUDY REQUIREMENTS

- C1 The permittee must conduct a hydrogeologic study of the area on which the landfill is located. The purpose of the study is to gather data needed to create a proposal for effective monitoring of the ground water passing through the landfill. The resulting report shall be submitted to the Geology Section of OSHWM within one hundred twenty (120) days of the effective date of this permit renewal. The OSHWM may add or delete site-specific requirements for ground water monitoring as a result of information revealed by the hydrogeologic study.

The hydrogeologic study area must extend beyond the fill boundary far enough to accommodate a ground water monitoring boundary delineated by monitoring wells. The monitoring wells proposed in the study shall be spatially oriented and screened at depths such that water samples may be procured that monitor the underlying aquifer(s) both up and down the ground water gradient. At least one monitoring well shall supply water samples that represent background water, or the inherent quality of ambient ground water that has not passed through the landfill. At least three wells must be located such that the water they monitor has potentially passed through the landfill.

To create a ground water monitoring system that OSHWM will approve, the hydrogeologic study must at least provide the following information by means of maps, diagrams, and narratives, and include all raw data used for the conclusions:

- a. Summary of the site and regional geologic information obtained from recent or previous soil boring information, coal borings, rock cores, area well logs and previously published reports.
- b. Identify all water bearing zones at a depth of seventy (70) feet or less from the bottom of waste placement in unconsolidated material, or twenty (20) feet of consolidated rock. In addition, provide a general description of aquifers known to exist, from literature or well borings, in the vicinity of the fill area.
- c. Aquifer thickness and lithology

- d. Indicate whether the aquifer is confined or unconfined and a description of both the underlying and overlying units.
- e. A water table and/or potentiometric surface map(s) of the area underlying the landfill facility on a scale of one (1") inch equals fifty (50') feet, relative scale (1:600). The ground water flow directions shall be indicated on the map.
- (1) Such data shall be acquired from cased holes or piezometers capable of measuring hydraulic head at a maximum screened interval of five (5') feet. This limitation on the maximum length of screened interval shall not apply to those piezometers used to determine a water table surface. A minimum of four (4) piezometers will be required at the site for this determination.
 - (2) Water level readings shall be measured every thirty (30) days for the first one hundred eighty (180) days after installation of the monitoring devices.
- f. Known and suspected hydraulic connection between all aquifers and any surface water bodies at the site. Indicate any known or suspected connections between different aquifers at the site.
- g. Vertical flow component or potential of the groundwater at the site. If a significant component of flow is discovered, adequately descriptive cross-sectional drawings of the area including equipotential lines, and ground water flow direction shall be provided. Maps shall be one (1) inch equals fifty (50) feet horizontally and one (1) inch equals five (5) feet vertically.
- Vertical hydraulic conductivity will be measured using nested piezometers in a minimum of two (2) locations. The OSHWM may require additional nested piezometers or may require conversion of both piezometers to monitoring wells.
- h. The hydraulic characteristics of the aquifer monitored shall be described. Testing of the aquifer shall be performed using testing procedures suited to the specific yield and sedimentology of the aquifer.
- i. A summary of the current and proposed use of the ground water in the area. Include all available information on the quality of the ground water utilized in the area at the time of permit renewal.
- (1) Drilling logs on file with Indiana Department of Natural Resources (IDNR), Division of Water for all wells within a two (2) mile radius of the facility, identified and located on a seven and one half minute projection. If the number of wells is excessive a summary may be submitted.

- (2) Conduct a survey of the residents within 1320 feet of the waste boundary, to determine the presence of any wells undocumented at the IDNR. Any information gained from the survey shall be included in the hydrogeologic study.
- j. Proposed monitoring well construction details. Included in the diagrams should be: Screen length, screen slot size, filter pack material, and grain size, well seal plug material and thickness, well annulus grout material, and placement methods for all well materials. The proposal shall include the elevations of the zones to be monitored and the relative position of the screen interval in the monitored zone.
- k. Proposed monitoring well locations. Down gradient wells shall be within fifty (50) feet of the solid waste boundary, or the property line whichever is nearer the waste.
- l. Access roads will be provided for each well. The road will be constructed of a material which will allow a passenger vehicle to travel to the well in any weather condition.
- m. The hydrogeologic study shall be certified by a certified professional geologist or a registered professional engineer, whom shall have had an education in hydrogeology or hydrology.

D. GROUND WATER MONITORING REQUIREMENTS

- D1. All ground water maps, ground water quality results, and statistical assessments of the ground water quality required to be submitted to OSHWM by this permit, applicable statute or regulation shall be submitted to the address given in Requirement B2 of this permit.
- D2. All ground water monitoring wells shall be affixed with permanent identification that uniquely identifies each ground water monitoring well at the site. This identification shall be used in all reporting of results for the ground water monitoring wells.
- D3. All ground water monitoring wells and piezometers which have been approved in writing by the OSHWM for abandonment, shall be properly removed according to methods suggested through consultation with Office of Solid and Hazardous Waste Management geology staff, and in accordance with the Indiana Department of Natural Resources regulation 310 IAC 16-10-2.

- D4. On-site roads that provide access to the ground water monitoring wells shall be provided. At a minimum, a compacted soil or sod-covered drive, with vegetation height controlled, shall be provided to access each ground water monitoring well. Gravel or other materials shall be provided as needed to provide trafficability.
- D5. The Permittee shall maintain all ground water monitoring wells and monitoring equipment, making the necessary repairs in a timely manner, so that the ground water monitoring program is not hindered in any way and is accessible and visible at all times. Proper maintenance includes keeping the ground water monitoring wells securely capped and locked when not in use, repaired of any cracks, and maintaining the concrete pads and protective casings. Vegetation height shall be controlled around the ground water monitoring wells.
- D6. The Permittee shall submit, along with the ground water quality results, a ground water flow direction map and/or a potentiometric contour map of the aquifer(s) being monitored at the site to the OSHWM on a semiannual basis. The measurements shall be obtained during the scheduled water quality sampling months. The map shall contain the following:
- a. Locations and identification of all ground water monitoring wells;
 - b. Static water level elevations for each ground water monitoring well. The static water level elevations (referenced to mean sea level) in the ground water monitoring wells must be measured on the same day, prior to purging and sampling, and as close in time as practical. The date and time of measurements for each of the ground water monitoring wells shall be noted on the map;
 - c. Surface elevation at each ground water monitoring well;
 - d. Property boundaries;
 - e. The identification of which aquifer is represented, either by an aquifer title or by an aquifer elevation;
 - f. The fill boundaries;
 - g. The facility name and county;
 - h. The map scale, north arrow, ground water flow arrows, and the potentiometric contour interval. Indications of which ground water monitoring wells are considered upgradient and downgradient must also be made on the map or noted that an intra-well comparison is utilized; and
 - i. Location and elevation of the site benchmark.

- D7. If the ground water flow data, acquired during operation of the facility, indicates that ground water flow directions are other than anticipated in the ground water monitoring well system design, the Permittee shall notify the OSHWM within ten (10) days of discovery. Within thirty (30) days of the notification, the Permittee shall submit to the OSHWM a hydrogeologic study demonstrating that additional ground water monitoring well(s) meet the required ground water monitoring well system design. The ground water monitoring well(s) shall be installed within thirty (30) days after receiving written approval from the OSHWM.
- D8. If, for any reason, a ground water monitoring well is destroyed or otherwise fails to properly function, the OSHWM shall be notified within ten (10) days of discovery. The ground water monitoring well shall be repaired if possible. If the ground water monitoring well cannot be repaired, it shall be replaced and sampled, after which the original broken ground water monitoring well shall be properly abandoned within sixty (60) days of the notification, unless the Permittee is notified otherwise in writing by the OSHWM.
- D9. In accordance with 329 IAC 2-16-2(a), (b), (c), (d), and (e), the Permittee shall submit a Ground Water Sampling And Analysis Plan (SAP). The Permittee shall obtain approval in writing from the OSHWM of any revision to the ground water monitoring plan. The Permittee shall revise the ground water monitoring plan if notified to do so by the OSHWM. Any revision to the ground water monitoring plan shall not be considered as a modification of this permit.
- D10. All ground water monitoring wells which constitute the facility's permanent ground water monitoring well system shall have water quality samples taken and tested individually on a semiannual basis during June and December. Sampling shall be conducted during each of these months and the water quality results shall be submitted to the OSHWM within sixty (60) days of sampling. Each sample shall be analyzed for the following indicator (phase I) parameters:
- (1) Field pH
 - (2) Specific conductance
 - (3) Chloride
 - (4) Barium
 - (5) Arsenic
 - (6) Sodium
 - (7) Sulfate
 - (8) Ammonium
 - (9) Methylene chloride
 - (10) 1,1-Dichloroethane
 - (11) Toluene
 - (12) Benzene
 - (13) 1,2-Dichloroethylene (total)

- (14) Ethyl benzene
- (15) 2-Butanone (Methyl ethyl ketone)
- (16) Total phenolics

The detection limits for all chemical parameters must be defined on the laboratory results submitted to the Office of Solid and Hazardous Waste Management, as well as the date sampled, the date samples were received by the laboratory, the date analyzed, the date of the laboratory report, the method of analysis used for each chemical parameter, and the ground water monitoring well identification from which the sample was taken. Two (2) original and unbound laboratory-certified copies of the analyses shall be provided when submitting all water quality results. Staff recommends that reports are printed on both sides of the page, to save filing space and resources.

- D11. Ground water monitoring shall be conducted throughout the active life and the post-closure care period of the facility.
- D12. In accordance with 329 IAC 2-16-4(b), the Permittee shall establish background ground water quality levels from the hydraulically upgradient ground water monitoring well(s) for each of the monitoring parameters in D10, for determining whether there is a statistically significant increase over background values for each constituent required in the particular ground water monitoring program that applies to the facility.
- D13. The Permittee must determine whether there is a statistically significant increase (or decrease, in the case of pH) over of the established background water quality for each indicator parameter sampled semiannually. The Permittee must make these statistical determinations semiannually each time an assessment is made of the ground water quality of the downgradient ground water monitoring wells. The statistical determination shall be submitted to the OSHWM semiannually within sixty (60) days after completion of sampling the ground water monitoring wells.
- D14. The most scientifically valid of the following statistical procedures which provide a ninety-five percent (95%) level of confidence shall be used when determining if a change in the concentration or value of an indicator parameter has occurred or if ground water quality standards have been exceeded:
 - a. Mann-Whitney U-test,
 - b. Student's T-test,
 - c. Temporal or Spatial Trend Analysis, or
 - d. Any other valid statistical analysis which is appropriate for the distribution of the data being considered and which provides a reasonable balance between the

probability of falsely identifying a significant difference and the probability of failing to identify a significant difference.

D15. If the Permittee determines that there is a statistically significant increase (or pH decrease) over background for two (2) or more of the indicator parameters at any of the downgradient groundwater monitoring wells, the Permittee must:

- a. Notify the OSHWM in writing within fourteen (14) days of this finding. The notification must indicate what indicator parameters have shown statistically significant increases (or pH decrease) over background levels and from which downgradient ground water monitoring well or wells;
- b. Within sixty (60) days, sample the ground water in all ground water monitoring devices, determine the concentration of all constituents identified by the OSHWM and report the results to the OSHWM; and
- c. Within a reasonable time period, to be established by the OSHWM, establish an assessment ground water monitoring program, in consultation with the Office of Solid and Hazardous Waste Management Solid Waste Geology Staff. The Permittee must continue the detection ground water monitoring program as described in Requirement D10 of this permit renewal.

D16. The Permittee may demonstrate that a source other than the solid waste facility caused the increase (or pH decrease) or that the increase (or pH decrease) resulted from error in sampling, analysis, or evaluation. If the demonstration option is taken, then the Permittee may choose not to submit the ground water data collected in Requirement D15(b). In making a demonstration, the Permittee must:

- a. Notify the OSHWM in writing, within seven (7) days of determining a statistically significant increase (or pH decrease) at the downgradient ground water monitoring well or wells, of the intent to make a demonstration;
- b. Within ninety (90) days, submit a report to the OSHWM which demonstrates that a source other than the solid waste facility caused the increase (or pH decrease), or that the increase (or pH decrease) resulted from error in sampling, analysis, or evaluation. The report must state what efforts will be taken to prevent these errors from recurring; and
- c. Continue to ground water monitor at all ground water monitoring wells in accordance with the Phase I ground water monitoring program established under 329 IAC 2-16-6, or the Phase II ground water monitoring program established under 329 IAC 2-16-7, as determined by the OSHWM.

- D17. If the Permittee chooses not to make a demonstration or is unable to demonstrate that a source other than the solid waste facility caused the increase (or pH decrease), or that the increase (or pH decrease) resulted from error in sampling, analysis, or evaluation, then the Permittee shall within five (5) days after being notified that the demonstration was not successful, submit the ground water sampling results from the sixty (60) day sampling event described in Requirement D15 (b).
- D18. The Permittee shall submit a plan for a corrective action program in accordance with 329 IAC 2-16-9(b), (c) and (d) within:
- a. One hundred eighty (180) days whenever a constituent comprising the ground water protection standard identified under 329 IAC 2-16-10(a) has a statistically significant increase over background that is in exceedance of the levels specified under 329 IAC 2-16-10(b) at any monitoring device at the monitoring boundary during the Phase II assessment ground water monitoring program;
 - b. Thirty (30) days whenever any constituents comprising:
 1. The ground water protection standard identified under 329 IAC 2-16-10(a) is in exceedance of the levels specified under 329 IAC 2-16-10(b) at a monitoring device at the monitoring boundary program during the Phase I detection ground water monitoring program, or the Phase II assessment ground water monitoring; or
 2. The secondary standard identified under 329 IAC 2-16-7(c) exceeds the levels specified under 329 IAC 2-16-7(f) at a monitoring device at the monitoring boundary during the Phase I detection ground water monitoring program or during the Phase II ground water monitoring program if the OSHWM deems submitting the plan is necessary.

E. CLOSURE AND POST-CLOSURE REQUIREMENTS

- E1. In accordance with 329 IAC 2-12-1, all solid waste land disposal facilities must establish financial responsibility for closure by choosing a financial assurance mechanism under 329 IAC 2-12-2(a) and by funding the same under 329 IAC 2-12-2(b).
- E2. The Permittee must install a final cover system that meets the requirements of 329 IAC 2-14-16 and 2-14-19(3).
- E3. The Permittiee must, within fifteen (15) days after receiving the final volume of waste,

initiate final closure of all areas not certified as partially closed. The Permittee must complete closure activities of each unit, in accordance with the final contour map, within 180 days following the beginning of closure.

- E4. The Permittee shall revise the closure and post-closure cost estimate within thirty (30) days of receipt of this permit renewal.
- E5. Feddeler construction/demolition facility shall close in accordance with 329 IAC 2 or subsequent rule as applicable.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Legal Advertising Department
Post-Tribune
1065 Broadway
Gary, Indiana 46402

June 13, 1995

Dear Sir/Madam:

Re: Public Notice

Enclosed please find a copy of our Notice of Decision to issue a solid waste facility minor permit modification to the Feddeler Construction/Demolition Site, Lake County. We request that you publish this notice, one time only, as soon as possible.

For billing, please send a notarized form and clippings showing the date of publication to Mr. Aaron Lauster, Indiana Department of Environmental Management, P.O. Box 6015, Indianapolis, Indiana 46206-6015. On the backside of your publisher claim, please be sure to include your Social Security or Federal Identification number on the first line below the statement: "In the sum of \$..."

If you have any questions, please call Mr. Aaron Lauster at (317) 233-5562.

Sincerely,

Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

ALL

Enclosure (Notice of Decision)

cc: Lake County Health Department (with enclosure)
Lake County Commissioners (with enclosure)
Lake County Solid Waste Management District (with enclosure)

NOTICE OF DECISION

Indiana Department of Environmental Management

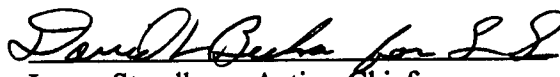
Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a solid waste facility minor permit modification for the Feddeler Construction/Demolition Site which is located at SR 2, 1/2 Mile East Of US 41, Lake County, Indiana. This permit renewal and modification allows the above referenced site to continue operating and accept construction/demolition waste. A copy of this permit is available for review at the Lowell Public Library located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to Ms. Kathy Prosser, Technical Secretary, Solid Waste Management Board, 100 N. Senate Ave., P.O. Box 6167, Indianapolis, Indiana 46206, within fifteen (15) days from the publication of this notice. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Aaron Lauster, Solid Waste Facilities Branch, at 100 N. Senate Ave., P.O. Box 6015 Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law.

Pursuant to IC 4-21.5-3-5(d), the Commissioner will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Commissioner at the above address within fifteen (15) days from the publication of this notice.

Please bring this matter to the attention of persons you believe may have an interest in it.

Dated at Indianapolis, Indiana this 13 day of June, 1995.


Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Lowell Public Library
1505 East Commercial
Lowell, Indiana 46356-1899

June 13, 1995

Dear Sir/Madam:

Re: Documents for Public View

A copy of the minor permit modification for the Feddeler Construction/Demolition Site to continue operating and accept construction/demolition waste is enclosed. Please make these documents available to the public for the next twenty (20) days, since this permit modification can be appealed within that time period. You will also find enclosed a copy of the public notice announcing the decision and indicating the document's availability at your library. This public notice will appear in a local newspaper soon.

Please date and sign the enclosed verification of receipt form and mail it to our office in the envelope provided.

Thank you very much for your cooperation and if you have any questions, please contact Mr. Aaron Lauster at (317) 233-5562.

Sincerely,

Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

ALL

Enclosures: Notice of Decision
Permit Letter
Verification of Receipt Form
Agency Addressed Envelope

cc: Lake County Health Department (without enclosure)
Lake County Commissioners (without enclosure)



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

Legal Advertising Department
Lowell Tribune
P.O. Box 248
Lowell, Indiana 46356

June 13, 1995

Dear Sir/Madam:

Re: Public Notice

Enclosed please find a copy of our Notice of Decision to issue a solid waste facility minor permit modification to the Feddeler Construction/Demolition Site, Lake County. We request that you publish this notice, one time only, as soon as possible.

For billing, please send a notarized form and clippings showing the date of publication to Mr. Aaron Lauster, Indiana Department of Environmental Management, P.O. Box 6015, Indianapolis, Indiana 46206-6015. On the backside of your publisher claim, please be sure to include your Social Security or Federal Identification number on the first line below the statement: "In the sum of \$..."

If you have any questions, please call Mr. Aaron Lauster at (317) 233-5562.

Sincerely,

Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

ALL

Enclosure (Notice of Decision)

cc: Lake County Health Department (with enclosure)
Lake County Commissioners (with enclosure)
Lake County Solid Waste Management District (with enclosure)

NOTICE OF DECISION

Indiana Department of Environmental Management

Please be advised that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a solid waste facility minor permit modification for the Feddeler Construction/Demolition Site which is located at SR 2, 1/2 Mile East Of US 41, Lake County, Indiana. This permit renewal and modification allows the above referenced site to continue operating and accept construction/demolition waste. A copy of this permit is available for review at the Lowell Public Library located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to Ms. Kathy Prosser, Technical Secretary, Solid Waste Management Board, 100 N. Senate Ave., P.O. Box 6167, Indianapolis, Indiana 46206, within fifteen (15) days from the publication of this notice. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Aaron Lauster, Solid Waste Facilities Branch, at 100 N. Senate Ave., P.O. Box 6015 Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law.

Pursuant to IC 4-21.5-3-5(d), the Commissioner will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Commissioner at the above address within fifteen (15) days from the publication of this notice.

Please bring this matter to the attention of persons you believe may have an interest in it.

Dated at Indianapolis, Indiana this 13 day of June, 1995.



Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

NOTICE OF DECISION

Indiana Department of Environmental Management

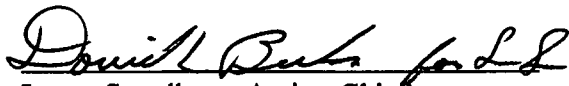
You are hereby notified that the Indiana Department of Environmental Management, Office of Solid and Hazardous Waste Management, has issued a solid waste facility minor permit modification for the Feddeler Construction/Demolition Site which is located at SR 2, 1/2 Mile East Of US 41, Lake County, Indiana. This permit renewal and modification allows the above referenced site to continue operating and accept construction/demolition waste. A copy of this permit is available for review at the Lowell Public Library located at 1505 East Commercial, Lowell, Indiana.

If you wish to challenge this decision, IC 4-21.5-3-7 requires that a petition for administrative review be filed. This petition describing your intent must be submitted to Ms. Kathy Prosser, Technical Secretary, Solid Waste Management Board, 100 N. Senate Ave., P.O. Box 6167, Indianapolis, Indiana 46206, within eighteen (18) days from the mailing of this notice. In order to assist the permit staff in tracking appeals, we request that you submit a copy of your petition to Mr. Aaron Lauster, Solid Waste Facilities Branch, at 100 N. Senate Ave., P.O. Box 6015, Indianapolis, Indiana 46206. This petition must include facts demonstrating that the petitioner is the applicant, a person aggrieved by the decision, or a person entitled to review by law.

Pursuant to IC 4-21.5-3-5(d), the Commissioner will provide the petitioner or any person requesting notice with notice of prehearing conferences, preliminary hearings, hearing stays or orders disposing of the petition for review if a written request for such notice is submitted to the Commissioner at the above address within eighteen (18) days from the mailing of this notice.

Please bring this matter to the attention of persons you believe may have an interest in it.

Dated at Indianapolis, Indiana this 13 day of June, 1995.


Laura Steadham, Acting Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

II.C.1.G.
Feddeler C/D site
Lake County

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE FACILITY PERMIT CHARACTER DISCLOSURE STATEMENT

This form shall be used to submit the character disclosure statement, as required by IC 13-19-4 for a solid waste permit. Upon completion of this form, return this form with all additional materials to the following address:

ATTENTION: SWFP Character Disclosure
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
100 North Senate Avenue, (N1154)
Post Office Box 6015
Indianapolis, Indiana 46206-6015

SECTION A: FACILITY INFORMATION

Facility Name	The "Feddeler" landfill			
Mailing Address	18501 Clark Road			
	Street			
	Lowell	Lake	IN	46356
	City	County	State	Zip Code

This statement is for the purposes of:

- ☐ a new permit
☐ a permit modification
☒ a permit renewal
☐ a permit transfer.

SECTION B: APPLICANT INFORMATION

The applicant may be an individual, a corporation, a partnership, or a business association that applies for the issuance, renewal, transfer, or major modification of a permit described in IC 13-15-1-3. Each applicant shall complete the following information; attach additional pages as necessary.

Applicant Name	R&A Enterprises, Inc.			
Business Address	18501 Clark Road			
	Street			
	Lowell	Lake	IN	46356
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Applicant is not an individual)	35-1932773			

SECTION C: RESPONSIBLE PARTY INFORMATION

A responsible party may be an officer, a corporation director, or a senior management official of a corporation, partnership, or business association that is an applicant. A responsible party may also be an individual, a corporation, a partnership, or a business association that owns, directly or indirectly, at least a twenty percent (20%) interest in the applicant. Each responsible party shall complete the following information; attach additional pages as necessary.

Responsible Party Name	R&M Enterprises, Inc.			
Business Address	18501 Clark Road			
	Street	Lowell	Lake IN	46356
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)	35-1932773			
Relationship to Applicant	Appl. is Company President			

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

SECTION D: DISCLOSURE STATEMENT

Each Applicant and Responsible Party identified in Sections B and C shall complete a separate Section D and Section E. The Section D requirement may be satisfied by providing all information required by either Section D1 or Section D2. Please indicate that the required item has been provided or does not apply by initialing in the space provided.

THIS DISCLOSURE STATEMENT IS PROVIDED FOR:

Name (print or type) Robert W. Peddeler

Acting as Applicant or Responsible Party (specify) Applicant

SECTION D1:

- A) The information concerning legal proceedings that is required under Section 13 or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78a et seq.) and that the applicant or responsible party has reported under Form 10-K.

Not Applicable RWF Provided _____

- B) A description of all judgments that have been entered against the applicant or responsible party in a civil or administrative complaint for the violation of any state or federal environmental protection law and that have imposed upon the applicant or responsible party a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable RWF Provided _____

- C) A description of all judgments of conviction entered against the applicant or responsible party for the violation of any state or federal environmental protection law within five (5) years before the date of the submission of the application.

Not Applicable RWF Provided _____

SECTION D2:

- A) A description of the applicant's or responsible party's experience in managing the type of waste that will be managed under the Permit. Include the name and business address for employers, the State Permit number for the facility, the type of work experience and the length of time employed.

Not Applicable RWF Provided _____

- B) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that have resulted in a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable R.W.F. Provided _____

- C) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that allege an act or omission that constitutes a material violation of state or federal environmental protection law and that presented a substantial endangerment to the public health or the environment.

Not Applicable R.W.F. Provided _____

- D) A description of all pending criminal complaints alleging the violation of any state or federal environmental protection law that have been filed against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable R.W.F. Provided _____

- E) A description of all judgments of criminal conviction entered against the applicant or responsible party within five (5) years before the date of submission of the application for the violation of any state or federal environmental law.

Not Applicable R.W.F. Provided _____

- F) A description of all judgments of criminal conviction of a felony constituting a crime of moral turpitude under the laws of any state or the United States that are entered against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable R.W.F. Provided _____

- G) The location of all facilities at which the applicant or responsible party manages the type of waste that would be managed under the permit to which the application refers. Include the facility name, business address, any permit numbers and the type of facility.

Not Applicable R.W.F. Provided _____

- H) The following information will be used by IDEM to complete a Request for Limited Criminal History Information if additional information concerning an operator or responsible party is determined to be necessary.

Date of birth 1-17-37 Sex M Race W

SECTION E: SIGNATORIES

I affirm that all information contained in this disclosure statement and any attachments is, to the best of my knowledge, true and accurate. I also realize that any information provided in this disclosure statement that was knowingly incorrect may subject me to the penalty for perjury under IC 35-44-2-1.

Robert W. Feddeler
APPLICANT/RESPONSIBLE PARTY

1-31-97
DATE

ACKNOWLEDGEMENT

State of Indiana)
County of Lake) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Feddeler known by me to be the person who executed the foregoing instrument, signed the same and acknowledged to me that he/she did so sign the same, and that the same is his/her free act and deed and that the statements made in the foregoing instrument are true.

IN WITNESS WHEREOF, I have set my hand and official seal this 31st day of January, 19 97.

I am a resident of Lowell Indiana County, Lake

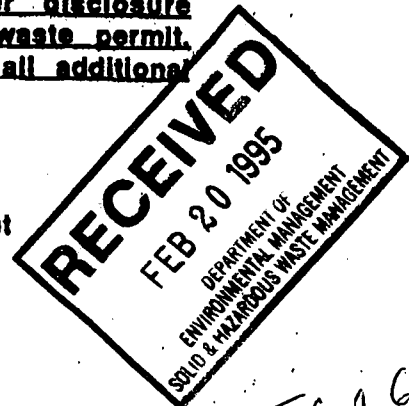
Notary Public Diane Carlson
Diane Carlson

My Commission Expires: 5-30-97

**INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE FACILITY PERMIT CHARACTER DISCLOSURE STATEMENT**

This form shall be used to submit the character disclosure statement as required by IC 13-7-10.2, for a solid waste permit. Upon completion of this form, return this form with all additional materials to the following address:

ATTENTION: SWFP Character Disclosure
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
105 South Meridian Street
Post Office Box 6015
Indianapolis, Indiana 46206-6015

**SECTION A: FACILITY INFORMATION**

Facility Name	R & M ENTERPRISES, INC.			
Mailing Address	18504 CLARK ROAD			
	Street			
	LOWELL	LAKE	IN	46356
	City	County	State	Zip Code

*II, C. 1.6.
Feddler C/D site
Lake County*

This statement is for the purposes of:

- ☐ a new permit
☐ a permit modification
☐ a permit renewal
☒ a permit transfer.

SECTION B: APPLICANT INFORMATION

The applicant may be an individual, a corporation, a partnership, or a business association that applies for the issuance, renewal, transfer, or major modification of a permit described in IC 13-7-10-1(e). Each applicant shall complete the following information; attach additional pages as necessary.

Applicant Name	R & M ENTERPRISES, INC.			
Business Address	18504 CLARK ROAD			
	Street			
	LOWELL	LAKE	IN	46346
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Applicant is not an individual)				

SECTION C: RESPONSIBLE PARTY INFORMATION

A responsible party may be an officer, a corporation director, or a senior management official of a corporation, partnership, or business association that is an applicant. A responsible party may also be an individual, a corporation, a partnership, or a business association that owns, directly or indirectly, at least a twenty percent (20%) interest in the applicant. Each responsible party shall complete the following information; attach additional pages as necessary.

Responsible Party Name	R & M ENTERPRISES, INC.			
Business Address	18504 CLARK ROAD			
	Street			
	LOWELL	LAKE	IN	46356
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)	[REDACTED]			
Relationship to Applicant				

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

SECTION D: DISCLOSURE STATEMENT

Each Applicant and Responsible Party identified in Sections B and C shall complete a separate Section D and Section E. The Section D requirement may be satisfied by providing all information required by either Section D1 or Section D2. Please indicate that the required item has been provided or does not apply by initialing in the space provided.

THIS DISCLOSURE STATEMENT IS PROVIDED FOR:

Name (print or type) R. MARY FEDDELER
Acting as Applicant or Responsible Party (specify) R&M ENTERPRISES, INC.

SECTION D1:

- A) The information concerning legal proceedings that is required under Section 13 or 15(d) of the Securities Exchange Act of 1934(15 U.S.C 78a et seq.) and that the applicant or responsible party has reported under Form 10-K.

Not Applicable XX DMZ Provided _____

- B) A description of all judgments that have been entered against the applicant or responsible party in a civil or administrative complaint for the violation of any state or federal environmental protection law and that have imposed upon the applicant or responsible party a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable XX DMZ Provided _____

- C) A description of all judgments of conviction entered against the applicant or responsible party for the violation of any state or federal environmental protection law within five (5) years before the date of the submission of the application.

Not Applicable XX DMZ Provided _____

SECTION D2:

- A) A description of the applicant's or responsible party's experience in managing the type of waste that will be managed under the Permit. Include the name and business address for employers, the State Permit number for the facility, the type of work experience and the length of time employed.

Not Applicable XX DMZ Provided _____

(ONLY FACILITY IN OPERATION OR OWNERSHIP)

- B) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that have resulted in a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable XX RMT Provided _____

- C) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that allege an act or omission that constitutes a material violation of state or federal environmental protection law and that presented a substantial endangerment to the public health or the environment.

Not Applicable XX RMT Provided _____

- D) A description of all pending criminal complaints alleging the violation of any state or federal environmental protection law that have been filed against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable XX RMT Provided _____

- E) A description of all judgments of criminal conviction entered against the applicant or responsible party within five (5) years before the date of submission of the application for the violation of any state or federal environmental law.

Not Applicable XX RMT Provided _____

- F) A description of all judgments of criminal conviction of a felony constituting a crime of moral turpitude under the laws of any state or the United States that are entered against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable XX RMT Provided _____

- G) The location of all facilities at which the applicant or responsible party manages the type of waste that would be managed under the permit to which the application refers. Include the facility name, business address, any permit numbers and the type of facility.

Not Applicable _____ Provided XX RMT

- H) The following information will be used by IDEM to complete a Request for Limited Criminal History Information if additional information concerning an operator or responsible party is determined to be necessary.

Date of birth 11/21/39 Sex FEMALE Race WHITE

** R&M ENTERPRISES, INC.
18504 CLARK ROAD
LOWELL, IN 46356

SECTION E: SIGNATORIES

I affirm that all information contained in this disclosure statement and any attachments is, to the best of my knowledge, true and accurate. I also realize that any information provided in this disclosure statement that was knowingly incorrect may subject me to the penalty for perjury under IC 35-44-2-1.

R. Mary Feddeler
APPLICANT/RESPONSIBLE PARTY

2-17-95

DATE

ACKNOWLEDGEMENTState of Indiana)County of Marion)

SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. Mary Feddeler known by me to be the person who executed the foregoing instrument, signed the same and acknowledged to me that he/she did so sign the same, and that the same is his/her free act and deed and that the statements made in the foregoing instrument are true.

IN WITNESS WHEREOF, I have set my hand and official seal this 17th
day of February, 19 95.

I am a resident of Marion County, Indiana

Notary Public

Donita S. Mulvey

My Commission Expires:

10-14-97

**INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE FACILITY PERMIT CHARACTER DISCLOSURE STATEMENT**

This form shall be used to submit the character disclosure statement as required by IC 13-7-10.2, for a solid waste permit. Upon completion of this form, return this form with all additional materials to the following address:

ATTENTION: SWFP Character Disclosure
Office of Solid and Hazardous Waste Management
Indiana Department of Environmental Management
105 South Meridian Street
Post Office Box 6015
Indianapolis, Indiana 46206-6015

SECTION A: FACILITY INFORMATION


Facility Name	R&M Enterprises, Inc.			
Mailing Address	18504 Clark Rd.			
	Street	Lowell	Lake, IN	46356
	City	County	State	Zip Code

This statement is for the purposes of:

- ☐ a new permit
☐ a permit modification
☐ a permit renewal
☒ a permit transfer.

SECTION B: APPLICANT INFORMATION

The applicant may be an individual, a corporation, a partnership, or a business association that applies for the issuance, renewal, transfer, or major modification of a permit described in IC 13-7-10-1(e). Each applicant shall complete the following information; attach additional pages as necessary.

Applicant Name	R&M Enterprises, Inc.			
Business Address	18504 Clark Road			
	Street	Lowell, IN	46346	Lake County
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Applicant is not an individual)				

SECTION C: RESPONSIBLE PARTY INFORMATION

A responsible party may be an officer, a corporation director, or a senior management official of a corporation, partnership, or business association that is an applicant. A responsible party may also be an individual, a corporation, a partnership, or a business association that owns, directly or indirectly, at least a twenty percent (20%) interest in the applicant. Each responsible party shall complete the following information; attach additional pages as necessary.

Responsible Party Name	R&M Enterprises, INC.			
Business Address	18504 Clark Road			
	Street	Lowell, Lake, IN 46356		
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)	Owner			
Relationship to Applicant				

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

Responsible Party Name				
Business Address				
	Street			
	City	County	State	Zip Code
Social Security Number (or Federal Tax Number if Responsible Party is not an individual)				
Relationship to Applicant				

SECTION D: DISCLOSURE STATEMENT

Each Applicant and Responsible Party identified in Sections B and C shall complete a separate Section D and Section E. The Section D requirement may be satisfied by providing all information required by either Section D1 or Section D2. Please indicate that the required item has been provided or does not apply by initialing in the space provided.

THIS DISCLOSURE STATEMENT IS PROVIDED FOR:

Name (print or type) Robert W. Feddeler
 R
 Acting as Applicant or Responsible Party (specify) R&M Enterprises, INC.

SECTION D1:

- A) The information concerning legal proceedings that is required under Section 13 or 15(d) of the Securities Exchange Act of 1934(15 U.S.C 78a et seq.) and that the applicant or responsible party has reported under Form 10-K.

Not Applicable XX R.W.F. Provided _____

- B) A description of all judgments that have been entered against the applicant or responsible party in a civil or administrative complaint for the violation of any state or federal environmental protection law and that have imposed upon the applicant or responsible party a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable XX R.W.F. Provided _____

- C) A description of all judgments of conviction entered against the applicant or responsible party for the violation of any state or federal environmental protection law within five (5) years before the date of the submission of the application.

Not Applicable XX R.W.F. Provided _____

SECTION D2:

- A) A description of the applicant's or responsible party's experience in managing the type of waste that will be managed under the Permit. Include the name and business address for employers, the State Permit number for the facility, the type of work experience and the length of time employed.

Not Applicable XX R.W.F. Provided _____

(only facility in operation or ownership)

- B) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that have resulted in a fine or penalty of more than ten thousand dollars (\$10,000) within five (5) years before the date of the submission of the application.

Not Applicable XX RWT Provided _____

- C) A description of all civil or administrative complaints against the applicant or responsible party for the violation of any state or federal environmental protection law that allege an act or omission that constitutes a material violation of state or federal environmental protection law and that presented a substantial endangerment to the public health or the environment.

Not Applicable XX RWT Provided _____

- D) A description of all pending criminal complaints alleging the violation of any state or federal environmental protection law that have been filed against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable XX RWT Provided _____

- E) A description of all judgments of criminal conviction entered against the applicant or responsible party within five (5) years before the date of submission of the application for the violation of any state or federal environmental law.

Not Applicable XX RWT Provided _____

- F) A description of all judgments of criminal conviction of a felony constituting a crime of moral turpitude under the laws of any state or the United States that are entered against the applicant or responsible party within five (5) years before the date of submission of the application.

Not Applicable XX RWT Provided _____

- G) The location of all facilities at which the applicant or responsible party manages the type of waste that would be managed under the permit to which the application refers. Include the facility name, business address, any permit numbers and the type of facility.

Not Applicable _____ Provided XX RWT

- H) The following information will be used by IDEM to complete a Request for Limited Criminal History Information if additional information concerning an operator or responsible party is determined to be necessary.

Date of birth 1/17/37 Sex MALE Race WHITE

** R&M Enterprises, INC.
18504 Clark Rd.
Lowell, IN 46356

SECTION E: SIGNATORIES

I affirm that all information contained in this disclosure statement and any attachments is, to the best of my knowledge, true and accurate. I also realize that any information provided in this disclosure statement that was knowingly incorrect may subject me to the penalty for perjury under IC 35-44-2-1.

Robert W. Feddeler

APPLICANT/RESPONSIBLE PARTY

1-12-95

DATE

ACKNOWLEDGEMENT

State of Indiana)County of Lake)

SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Feddeler known by me to be the person who executed the foregoing instrument, signed the same and acknowledged to me that he/she did so sign the same, and that the same is his/her free act and deed and that the statements made in the foregoing instrument are true.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of January, 1995.

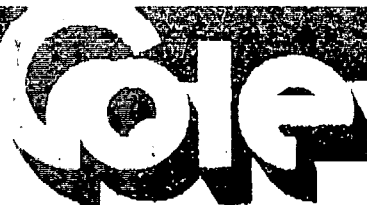
I am a resident of LAKE County, Indiana.

Notary Public

Debra S. McBride

My Commission Expires:

DEBRA S. McBRIDE
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires February 1, 1997
Resident Of Lake County, Indiana



March 30, 1995

Mr. Aaron Lauster
Office of Solid & Hazardous Waste
Indiana Department of Environmental Management
100 North Senate ave, P.O. Box 6015
Indianapolis, Indiana 46206-6015

Re: R&M Enterprises, Inc.

Dear Mr. Lauster:

Pursuant to your request I am forwarding a list of property owners that are adjacent to the Construction/Demolition landfill owned by R&M Enterprises. This list represent all of the adjacent landowners that we were able to identify and is complete to the best of our knowledge.

Mr. Bob Bruce
10802 W. 205th Ave.
Lowell, Indiana 46356

Mr. Garold R. Bruce
124 Liberty
Lowell, Indiana 46356

Mr. Robert Swett
9910 W. 181st Ave.
Lowell, Indiana 46356

Mr. George Kooistra
9704 W. 181st Ave.
Lowell, Indiana 46356

Mr. Don Bales
Bales International
10102 W. 181st Ave.
Lowell, Indiana 46356



Mr. Aaron Lauster
March 30, 1995
Page Two

Mr. Kenny Jones
10508 W. 181st Ave.
Lowell, Indiana 46356

State of Indiana
Department of Highway
Indianapolis, Indiana 46204

Mr. Robert Feddeler
18501 Clark Rd.
Lowell, Indiana 46356

If you have any questions or require additional information please call me at (312) 654-1955 or (219) 738-5250.

With kind regards,

Sincerely,

James P. Cagnina, Jr.

cc: R&M Enterprises, Inc.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

VIA CERTIFIED MAIL Z 339 825 994

February 28, 1995

Mr. Robert W. Feddeler
R & M Enterprises
18501 Clark Road
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Permit Transfer
Feddeler SFS
OPP# 45-8
Lake County

On January 12th, 1995, the Indiana Department of Environmental Management (IDEM) received a complete permit transfer application for the Feddeler Landfill. The application proposes to transfer the permit from Feddeler Enterprises, Inc. to R & M Enterprises. IDEM does not object to the transfer of this permit to R & M Enterprises.

Therefore, pursuant to 329 IAC 2-8-8, the permit transfer will be considered effective on March 13th, 1995, sixty days after the receipt of the application for permit transfer.

If you have any questions concerning this letter, please contact Mr. Aaron Lauster at 317/233-5562.

Sincerely,

Dave Wersan
Assistant Commissioner
Solid and Hazardous Waste Management

ALL

cc: Lake County Health Department
Lake County Commissioners
Lake County Solid Waste District

Feddeler
Zcl/c
Lake Co

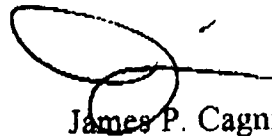
CG

February 8 1995

TO: Joe Woods**RE:** Billings

Pursuant to an earlier conversation with Tim Miller, Project Manager at Snell Environmental Group, I am sending, via facsimile, a copy of the June 3, 1985 agreed order between the State of Indiana and the Feddeler landfill.

Let me reiterate the urgency of our permit modification request to allow the landfill to accept traditional construction/demolition waste. If there is anything in addition that I can do to facilitate action do not hesitate to call.



James P. Cagnina, Jr.

STATE - INDIANA

2B2
INDIANAPOLIS 46206-1964

ENVIRONMENTAL MANAGEMENT BOARD

1330 West Michigan Street
P. O. Box 1964

June 3, 1985

VIA CERTIFIED MAILMr. Edward J. Feddeler
21101 Wicker Avenue
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Adoption of Agreed Order
Environmental Management Board of
the State of Indiana

vs.

In the Matter of the Feddeler
Solid Fill Site
Cause No. N-177

This is to inform you that the Environmental Management Board, at its regularly scheduled meeting of March 15, 1985, approved the Agreed Order negotiated between yourself or your representatives, and members of our staff. A copy of the Agreed Order executed by myself as Technical Secretary on behalf of the Board is enclosed.

You are, no doubt, familiar with the terms of the Agreed Order necessary to ensure future compliance.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ralph C. Pickard".
Ralph C. Pickard
Technical Secretary

SS/sk

Enclosure

cc: Lake County Health Department
Office of Attorney General
Attn: Ms. Linda M. Collins
Mr. Stuart Miller

STATE OF INDIANA

2B2
INDIANAPOLIS

OFFICES OF ATTORNEY GENERAL

LINLEY E. PEARSON, ATTORNEY GENERAL
219 STATE HOUSE
46204STATE OF INDIANA)
COUNTY OF MARION)

SS:

BEFORE THE ENVIRONMENTAL
MANAGEMENT BOARD OF
THE STATE OF INDIANAIN THE MATTER OF FEDDELER SOLID
FILL SITE)

CAUSE NO. N-177

CONSENT DECREE

A Notice of Adjudicatory Hearing having been filed herein on August 28, 1984, and with the Environmental Management Board of the State of Indiana (hereinafter "Respondent") and Petitioner being desirous of settling and compromising this cause, and having consented without hearing or adjudication of any issue of fact or law herein to the entry of this Consent Decree, and without this Consent Decree constituting any evidence or admission by any party hereto with respect to any issue of fact or law herein for use by third persons:

FINDINGS OF FACT

NOW, THEREFORE, before the taking of any testimony, upon the consent of the parties hereto, and for the purposes of this cause only, the following FINDINGS are hereby made:

1. Respondent is an agency of the State of Indiana duly empowered, pursuant to IC 13-7-10-4, to hold administrative hearings upon petition from the denial of a solid fill site operating permit, and to determine whether or not such permit should be issued.

2. Petitioner is Feddeler Solid Fill Site, operated by Edward J. Feddeler.

3. Petitioner is located north of State Road 2, one mile east of U.S. 41, in Lake County, Indiana.

4. On May 29, 1984, Respondent denied Petitioner's application for renewal of its solid fill site operating permit, in accordance with 330 IAC 4-8-2 as follows:

- a. Petitioner was not substantially in compliance with 330 IAC 4-5-13 during the period of its previous permit.
- b. On more than half of the inspections of Petitioner's operation in its previous permit period (six of eleven), the operation did not meet the requirements of 330 IAC 4.

5. Respondent has jurisdiction over the subject-matter and parties to this cause.

6. Pursuant to the provisions of IC 4-22-1-6, the Notice of Adjudicatory Hearing was served upon:

Mr. Edward J. Feddeler
21101 Wicker Avenue
Lowell, Indiana 46356

ORDER

WHEREFORE, upon Consent of the parties as aforesaid, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. That the provisions of this Consent Decree shall apply to Petitioner, its agents, servants, employees, successors and assigns, and all persons, firms and corporations acting through or for it;

2. That this Consent Decree shall serve as Petitioner's operating permit for a period of one (1) year. If Petitioner desires to continue operations, it shall submit an application for renewal ninety (90) days prior to the permit's expiration date;

3. That only insulation material from Globe Industries may be deposited at Petitioner's site. Petitioner shall not accept bags marked "Phenolic Resin" or solid waste such as food, paper, cardboard, wood, or other decomposing waste at its site;

4. That Petitioner shall work and compact all material at a three to one slope at the end of each operating day, in accordance with 330 IAC 4-5-13(a);

5. That six (6) inches of compacted clay soil shall be in place on Petitioner's site on Saturday evening of each week regardless of the weather;

6. That when any portion of Petitioner's site reaches within two (2) feet of final elevation, compacted final cover shall be applied not less than two (2) feet in depth. Vegetation shall be provided to prevent soil erosion. Final cover shall have a slope of not less than two per cent (2%), without depressions that will cause ponding of water. The foregoing is and shall be in accordance with 330 IAC 4-5-13(c).

7. That Petitioner shall divert surface water drainage from its fill site. At no time shall Petitioner deposit waste in water. If waste is deposited within fifty (50) feet of a waterway, a berm shall be constructed along the waterway with an approximately twenty (20) foot wide base. Petitioner shall at all times observe and comply with 330 IAC 4-5-6.

8. That if nuisance or pollution conditions are created, Petitioner shall take immediate corrective action.

9. That Petitioner shall withdraw this proceeding in consideration of the operating permit conferred in No. 2 of this Order.

10. Full and timely compliance with the terms of this Order shall constitute a final resolution of this cause.

11. This Order is not effective unless and until approved by Respondent.

FEDDELER SOLID FILL SITE

INDIANA ENVIRONMENTAL
MANAGEMENT BOARD

By: Edward J. Feddeler
Edward J. Feddeler

Recommended for Approval by:

Title: President

Dan B. Magoun
Dan Magoun
Chief, Solid Waste Management
Branch

Date: 11-26-84

Date: 11/19/84

APPROVED FOR LEGALITY AND FORM

Attorney:

John M. O'Drobinak
John M. O'Drobinak

LINLEY E. PEARSON
Attorney General of Indiana

Date:

12/31/84

By:

Linda M. Collins
Linda M. Collins
Deputy Attorney General

Date:

Jan. 14, 1985

RECOMMENDATION FOR ADOPTION

By:

James M. Garrettson
James M. Garrettson
Hearing Officer

Date:

1/22/89

APPROVAL

By:

Ralph C. Pickard
Ralph C. Pickard
Technical Secretary

Date:

5/30/85



Indiana Department of Environmental Management
Office of Solid and Hazardous Waste Management

Telephone Memorandum

Call ^{Made} ~~Taken~~ By: Jerry Rud
Office: OSHWM
Telephone: 332-7200
Called To: Bob Feddler
Title: Owner
Location: Feddler Solid Fill
Telephone: 219/696-5406 Site
Representing: Own business

Date: 7/13/94
Reference File: IICLC, 201
Facility: Feddler Solid Fill
Location: Lake Co.
Permit/ID No.

Subject of Call: Bob Feddler called on 7/12/94 to tell me that he was going to FAX me some info. It contained data on fly ash samples from NIPSCO. It was Bob's desire to blend the fly ash material w/ his daily (or weekly, in his case) cover material.

He asked that I give him a quick opinion on whether we would allow this. After looking at the data (attached) and speaking w/ Ashley & Daniela it was decided that we wouldn't allow this. On 7/13/94 I called him back & told him that our office would not allow the use of the NIPSCO fly ash material as cover material.

Response:

Further Action Necessary?

(Circle) YES ☒ NO

Referred for Action/Info. to:
Telephone:

Action Required By:

Date:

7/14/94

Copies To: Steve Schafer, Stu Miller, Daniela Klesmith, Ashley

Jennifer Pittman

Insc

FEDDELER ENTERPRISES INC.

18501 CLARK ROAD

LOWELL, INDIANA 46356

(219) 696-8406

FACSIMILE

TO: Indiana Dept of Environment Mgm.

ATTENTION:

Jerry Rude

FROM:

Feddeler Enterprises
Bob Feddeler

DATE:

7-12-94

TOTAL PAGES:

14

IF ANY QUESTIONS REGARDING THIS FAX, PLEASE CALL

(219) 696-8406

X X X



OFFICE OF
AND HAZAR.
WASTE MGT.
DEM

2C1A
FEDDELER
LAKE CO

JAN 12 11 03 AM

January 12, 1995

Via Express Mail

Mr. Mike Tragesser
Office of Solid and Hazardous Waste
Indiana Department of Environmental Management
100 North Senate, 11th Floor
Room N-1154
Indianapolis, IN 46206

Re: Permit Modification

Dear Mr. Tragesser:

Enclosed you will find the following documents related to our permit modification request:

- * Official letter requesting the modification;
- * Original letter of credit from Highland Bank;
- * Character disclosure statement.

We appreciate all of your assistance and cooperation. If you require any additional information, please do not hesitate to call me or Jim Cagnina at (219) 738-3866.

Sincerely,

Robert W. Feddeler

Robert W. Feddeler

cc: James P. Cagnina, Jr.

JAN 12 11 03 AM '95
OFFICE OF SOLID
AND HAZARDOUS
WASTE MGT
DEM

Sec'y of State off
Corporate Division
2-6576
2-6531

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

APPLICATION FOR TRANSFER OF SOLID WASTE FACILITY PERMITS

Instruction:

This application shall be used to apply for transfer of solid waste facility permits. Pursuant to 329 IAC 2-8-8, this application must be received by the Commissioner of the Indiana Department of Environmental Management at least 60 days prior to the proposed date of transfer. Upon completion, return this application and any additional materials to the following address:

Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 6015
Indianapolis, IN 46206-6015

Section A. New Applicant(s) Information

Name: R & M ENTERPRISES, INC.		
Mailing Address:	Street	City
18501 Clark Road		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section B. Current Permittee Information

Name: Feddeler Enterprises, Inc.		
Mailing Address:	Street	City
10100 West 181st Avenue		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section C. Property Owner(s) Information

Name: Robert W. Feddeler, Trustee of Robert W. Feddeler Revocable Trust, u/t/a dated January 29, 1989		
Mailing Address:	Street	City
18501 Clark Road		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section C. Facility Information

Name:	R & M ENTERPRISES, INC.	Permit No(s):	45-8								
Mailing Address:	18501 Clark Road, Lowell, IN 46356										
Facility Contact Person and Telephone #:	Robert W. Feddeler, (219) 696-8406										
County and General Location:	Lake County										
Type of Operation:	<table border="0"><tr><td><input type="checkbox"/> Sanitary Landfill</td><td><input type="checkbox"/> Restricted Waste Site TYPE I</td></tr><tr><td><input checked="" type="checkbox"/> Construction/Demolition</td><td><input type="checkbox"/> Restricted Waste Site TYPE II</td></tr><tr><td><input type="checkbox"/> Incinerator - 10 tons/day or greater</td><td><input type="checkbox"/> Restricted Waste Site TYPE III</td></tr><tr><td><input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater</td><td><input type="checkbox"/> Solid Waste Processing Facility</td></tr></table>			<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I	<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II	<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III	<input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater	<input type="checkbox"/> Solid Waste Processing Facility
<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I										
<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II										
<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III										
<input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater	<input type="checkbox"/> Solid Waste Processing Facility										

Section E. Additional Information Required

Pursuant to 329 IAC 2-8-8, the following information shall be submitted as attachments.

1. Where financial responsibility is required for a facility, the transferee must provide proof of this financial responsibility as provided in 329 IAC 2-12.
2. The transferee must provide proof that he is, or will be the owner of the facility.
3. A written agreement containing a specific date of transfer of permit responsibility.

Section F. Signatories

I hereby certify that to the best of my knowledge, the above information is accurate, and request that permit no (s) 45-8 be transferred to the party named above as the new applicant.

Thomas R. Feddeler 12-28-94
Current Permittee's Signature Thomas R. Feddeler, Pres. Date
Feddeler Enterprises, Inc.

Current Permittee's Name Typed

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and completed. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit information."

Robert W. Feddeler 12-28-94
New Applicant's Signature Robert W. Feddeler, Pres. Date

R & M ENTERPRISES, INC.

New Applicant's Name Typed

I hereby certify that I am fully aware of my responsibilities established in 329 IAC 2 as owner(s) of the land upon which a solid waste facility is located and shall be liable for any environmental harm caused by the facility.

Robert W. Feddeler 12-28-94
Property Owner Signature Robert W. Feddeler, Trustee Date
of the Robert W. Feddeler Revocable Trust

US Steel
219-888-3737

R & M ENTERPRISES, INC.

18501 Clark Road
Lowell, IN 46356

Site (219) 696-8905
Office (219) 696-1948

The purchase agreement previously submitted to your office in conjunction with our September 20, 1994 Transfer Application provides; proof that R&M Enterprises, Inc. will be the owner of the facility, and the agreement containing the specific date of the transfer of permit responsibility. Please note responsibility transfers immediately upon permit transfer to R&M Enterprises, Inc.

We appreciate all your efforts to assist us in continually improving operations at the landfill site. Should you have any questions, please do not hesitate to call Julie Feddeler at (219)696-1948 or Jim Cagnina at (312)654-1955.

With warm regards,


Robert W. Feddeler

enclosure

RWF/jb

cc: Jeffery A. Langbehn, Executive Director, Lake County
Solid Waste District
James P. Cagnina Jr., Government Consultants, Inc.

OFFICE OF SOLID
AND HAZARDOUS
WASTE MGMT
DEM

JAN 9 9 55 AM '95

R & M ENTERPRISES, INC.

18501 Clark Road
Lowell, IN 46356

Site (219) 696-8905
Office (219) 696-1948

ZC1A
FEDDELER LF
LAKE CO.

January 6, 1995

Mr. Pat Carroll, Chief
Solid Waste Facilities Branch
Indiana Department of Environmental Management
100 North Senate Ave., P.O. Box 6015
Indianapolis, IN 46206-6015

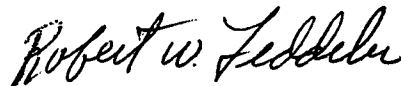
Dear Mr. Carroll:

I would like to formally request a minor permit modification for the Feddeler Landfill. As stated in my December 28, 1994 letter, I would like to modify my operating permit so that traditional Construction/Demolition waste can be accepted at our facility. Enclosed you will find a check for \$2,500.00 for the minor modification fee.

If you require additional information please call Julie Feddeler at (219)696-1948 or Jim Cagnina at (312)654-1955.

With warm regards,

Sincerely,



Robert W. Feddeler

enclosure

cc: Jeffrey A. Langbehn, Lake County Solid Waste District
James P. Cagnina, Jr., Government Consultants, Inc.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECEIPT

R & M ENTERPRISES, INC.
18501 CLARK ROAD
LOWELL, IN 46356

(minor) Permit Modification

EXPLANATION	AMOUNT
(minor) Permit Modification	

0749-1113

1108

PAY
AMOUNT
OF

Two thousand Five hundred dollars

DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
2-31-94	IDEM		1108

\$ 2,500.00

"Indiana Department of
Environmental Management"

DEMOTTE STATE BANK
DEMOTTE, IN

Julie A Brown
Robert W. Fiddler

⑈001108⑈ ⑆074911138⑆ 801 322 9⑈

RECEIPT NO. 054840

ACCOUNT NUMBER 2830 100700

PROGRAM 412000

AMOUNT \$ 2,500.00 CASH ☐ RECEIVED FROM

DATE 1-9-95 REPRESENT

CASHIER KC

COMMENT

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
RECEIPT

R & M ENTERPRISES, INC.
18501 CLARK ROAD
LOWELL, IN 46356

EXPLANATION	AMOUNT
(minor) Permit Modification	

0748-1113

1108

PAY
AMOUNT
OF

Two thousand Five hundred dollars

DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
2-31-94	IDEM		1108

\$ 2,500.00

"Indiana Department of
Environmental Management"

DEMOTTE STATE BANK
DEMOTTE, IN

Julie A Brown
Robert W. Fedde

⑈001108⑈ ⑆074911138⑆ 801 322 9⑈

RECEIPT NO. 054840

ACCOUNT NUMBER 2830 100700

PROGRAM 412000

AMOUNT \$ 2,500.00 CASH ☐ RECEIVED FROM

DATE 1-9-95 REPRESENT

CASHIER KC

COMMENT

R & M ENTERPRISES, INC.

18501 Clark Road
Lowell, IN 46356

Site (219) 696-8905
Office (219) 696-1948

December 28, 1994

Mr. Pat Carroll, Chief
Solid Waste Facilities Branch
Indiana Department of Environmental Management
100 North Senate Ave, P.O. Box 6015
Indianapolis, IN 46206-6015

Re: Feddeler Enterprises, Inc.

Dear Mr. Carroll:

I am pleased to announce that R&M Enterprises has funded adequate financial assurance for the Feddeler Construction/Demolition landfill site. This is evidence by the September 23, 1994 Irrevocable Letter of Credit issued by DeMotte State Bank in the amount of \$100,000 and the December 23, 1994 Irrevocable Letter of Credit issued by the Bank of Highland for \$227,000 -- Bank Certifications are enclosed.

Therefore the \$327,000 financial assurance requirement which was established by the Feddeler C/D landfill closure/post-closure plan has been satisfied. As stated before it is our intent to revise the closure/post-closure plan to more accurately reflect the current status of the landfill. This revision will take place in calendar year 1995.

We are respectfully submitting an application to transfer the operating permit from Feddeler Enterprises, Inc. to R&M Enterprises, Inc. In addition, by transmittal of this letter we are requesting to further modify the operating permit so that traditional Construction/Demolition waste can be accepted by the facility.

R&M ENTERPRISES, INC.
18501 Clark Road
Lowell, IN 46356
(219)696-8406
(219)696-1948

FAX TRANSMITTAL COVER SHEET

TO: INDIANA Dept of Environmental Mgmt

ATTN: PAT CAROLL

FROM: JULIE FEDDELER

DATE: 12-28-94

PAGES: 07

NOTES:

If there are any problems, or questions regarding this
FAX, please contact us immediately.

R & M ENTERPRISES, INC.

18501 Clark Road
Lowell, IN 46356

Site (219) 696-8905
Office (219) 696-1948

December 28, 1994

Mr. Pat Carroll, Chief
Solid Waste Facilities Branch
Indiana Department of Environmental Management
100 North Senate Ave, P.O. Box 6015
Indianapolis, IN 46206-6015

Re: Feddeler Enterprises, Inc.

Dear Mr. Carroll:

I am please to announce that R&M Enterprises has funded adequate financial assurance for the Feddeler construction/Demolition landfill site. This is evidence by the September 23, 1994 Irrevocable Letter of Credit issued by DeMotte State Bank in the amount of \$100,000 and the December 23, 1994 Irrevocable Letter of Credit issued by the Bank of Highland for \$227,000 -- Bank Certifications are enclosed.

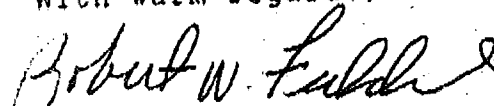
Therefore the \$327,000 financial assurance requirement which was established by the Feddeler C/D landfill closure/post-closure plan has been satisfied. As stated before it is our intent to revise the closure/post-closure plan to more accurately reflex the current status of the landfill. This revision will take place in calender year 1995.

We are respectfully submitting an application to transfer the operating permit from Feddeler Enterprises, Inc. to R&M Enterprises, Inc. In addition, by transmittal of this letter we are requesting to further modify the operating permit so that traditional Construction/Demolition waste can be accepted by the facility.

The purchase agreement previously submitted to your office in conjunction with our September 20, 1994 Transfer Application provides; proof that R&M Enterprises, Inc. will be the owner of the facility, and the agreement containing the specific date of transfer of permit responsibility. Please note responsibility transfers immediately upon permit transfer to R&M Enterprises.

We appreciate all your efforts to assist us in continually improving operations at the landfill site. Should you have any questions, please do not hesitate to call Julie Feddeler at (219)696-1948 or Jim Cagnina at (312)654-1955.

With warm regards,


Robert W. Feddeler

enclosure

RWF/jb

cc: Jeffery A. Langbehn, Executive Director, Lake County
Solid Waste District
James P. Cagnin, Jr., Government Consultants, Inc.

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

APPLICATION FOR TRANSFER OF SOLID WASTE FACILITY PERMITS

Instruction:

This application shall be used to apply for transfer of solid waste facility permits. Pursuant to 329 IAC 2-8-8, this application must be received by the Commissioner of the Indiana Department of Environmental Management at least 60 days prior to the proposed date of transfer. Upon completion, return this application and any additional materials to the following address:

Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 6015
Indianapolis, IN 46206-8015

Section A. New Applicant(s) Information

Name: R & M ENTERPRISES, INC.		
Mailing Address:	Street	City
19501 Clark Road		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section B. Current Permittee Information

Name: Feddeler Enterprises, Inc.		
Mailing Address:	Street	City
10100 West 181st Avenue		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section C. Property Owner(s) Information

Name: Robert W. Feddeler, Trustee of Robert W. Feddeler Revocable Trust, u/t/a dated January 29, 1989		
Mailing Address:	Street	City
18501 Clark Road		Lowell
State	Zip Code	AC-Telephone Number:
Indiana	46356	(219) 696-8406

Section C. Facility Information

Name:	R & M ENTERPRISES, INC.	Permit No(s):	45-8								
Mailing Address:	18501 Clark Road, Lowell, IN 46356										
Facility Contact Person and Telephone #:	Robert W. Feddeler, (219) 696-8406										
County and General Location:	Lake County										
Type of Operation:	<table border="0"><tr><td><input type="checkbox"/> Sanitary Landfill</td><td><input type="checkbox"/> Restricted Waste Site TYPE I</td></tr><tr><td><input checked="" type="checkbox"/> Construction/Demolition</td><td><input type="checkbox"/> Restricted Waste Site TYPE II</td></tr><tr><td><input type="checkbox"/> Incinerator - 10 tons/day or greater</td><td><input type="checkbox"/> Restricted Waste Site TYPE III</td></tr><tr><td><input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater</td><td><input type="checkbox"/> Solid Waste Processing Facility</td></tr></table>			<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I	<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II	<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III	<input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater	<input type="checkbox"/> Solid Waste Processing Facility
<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I										
<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II										
<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III										
<input type="checkbox"/> Infectious Waste Incinerator - 7 tons/day or greater	<input type="checkbox"/> Solid Waste Processing Facility										

Section E. Additional Information Required

Pursuant to 329 IAC 2-6-8, the following information shall be submitted as attachments.

1. Where financial responsibility is required for a facility, the transferee must provide proof of this financial responsibility as provided in 329 IAC 2-12.
2. The transferee must provide proof that he is, or will be the owner of the facility.
3. A written agreement containing a specific date of transfer of permit responsibility.

Section F. Signatories

I hereby certify that to the best of my knowledge, the above information is accurate, and request that permit no (s) 45-8 be transferred to the party named above as the new applicant.

Thomas R. Feddeler 12-28-94
Current Permittee's Signature Thomas R. Feddeler, Pres. Date
Feddeler Enterprises, Inc.

Current Permittee's Name Typed

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and completed. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit information."

Robert W. Feddeler 12-28-94
New Applicant's Signature Robert W. Feddeler, Pres. Date

R & M ENTERPRISES, INC.

New Applicant's Name Typed

I hereby certify that I am fully aware of my responsibilities established in 329 IAC 2 as owner(s) of the land upon which a solid waste facility is located and shall be liable for any environmental harm caused by the facility.

Robert W. Feddeler 12-28-94
Property Owner Signature Robert W. Feddeler, Trustee Date
of the Robert W. Feddeler Revocable Trust



De Motte State Bank

September 23, 1994

Irrevocable Letter of Credit
No. 112 \$ 100,000.00
Expires September 23, 1995

Commissioner
Indiana Department Environmental Management
100 N. Senate Ave.
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor available by your drafts drawn on DeMotte State Bank, 210 South Halleck St., DeMotte, Indiana 46310, for any sum or sums not exceeding in total \$100,000.00 for the account of R & M Enterprises, Inc., 18501 Clark Road, Lowell, Indiana 46206-6015.

Each draft must be marked "Drawn under DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, Credit No. 112" and be accompanied by a signed statement of Indiana Department Environmental Management, that the amount drawn represents the balance due and unpaid from R & M Enterprises, Inc. of Lowell, Indiana.

This credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credit, 1983 Revision, The International Chamber of Commerce Publication No. 44".

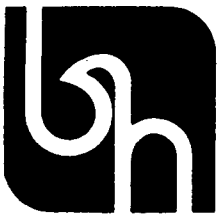
We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, on or before September 23, 1995.

Sincerely,

Daniel J. Ryan
Executive Vice President
& Loan Administrator

210 S. HALLECK STREET, P.O. BOX 400, DeMOTTE, INDIANA 46310-0400 (219) 987-4141





Bank of Highland

2611 Highway Avenue • P.O. Box 1929 • Highland, Indiana 46322

(219) 838-9500

December 23, 1994

Irrevocable Letter of Credit
No. 293 \$247,000.00
Expires: December 23, 1995

Commissioner
Indiana Department Environmental Management
100 N. Senate Ave.
P. O. Box 6015
Indianapolis, IN 46206-6015

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor available by your drafts drawn on Bank of Highland, 2611 Highway Ave., Highland, IN 46322, for any sum or sums not exceeding in total \$227,000.00 for the account of R & M Enterprises, Inc., 18501 Clark Road, Lowell, Indiana 46356-9501.


Each draft must be marked "Drawn under Bank of Highland, 2611 Highway Avenue, Highland, IN 46322, Credit No. 293" and be accompanied by a signed statement of Indiana Department Environmental Management, that the amount drawn represents the balance due and unpaid from R & M Enterprises, Inc. of Lowell, IN.

This credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credit, 1983 Revision, The International Chamber of Commerce Publication No. 44."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our office, Bank of Highland, 2611 Highway Ave., Highland, IN 46322, on or before December 23, 1995.

Sincerely,

BANK OF HIGHLAND


Gerald Van Prooyen
Vice President

GVP:jt



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor

Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

December 7, 1994

Mr. Robert W. Feddeler
R & M Enterprises, Inc.
18501 Clark Road
Lowell, IN 46356

Dear Mr. Feddeler:

Re: Feddeler Construction/Demolition Site
Permit Transfer Application

This is to acknowledge your facsimile letter dated November 23, 1994. The Indiana Department of Environmental Management considers the permit transfer application for the Feddeler Construction/Demolition Site withdrawn effective November 28, 1994. If you have any questions please call Mike Tragessar at 317/232-7206.

Sincerely,

Patrick Carroll, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

WEH

cc: Lake County Solid Waste Management District



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor

Kathy Prosser
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

October 31, 1994

VIA CERTIFIED MAIL Z 330 860 413

Mr. Donald Dreyfus
Suite 425-North Tower
Twin Towers
1000 East 80th Place
Merrillville, IN 46410-5606

Dear Mr. Dreyfus:

Re: Permit Transfer Application
Feddeler Enterprises, Inc.
Feddeler Construction/Demolition Site
OPP# 45-8
Lake County

The Indiana Department of Environmental Management (IDEM) has received an application for a permit transfer for Feddeler Construction/Demolition Site. Per your telephone conversation with Mike Tragesser on October 21, 1994, review of the permit transfer application cannot proceed further because your financial assurance does not meet the amount specified in the closure/post-closure estimate. To resolve this item, you have two options:

- 1) You can fund the amount shown in the current closure/post-closure plan estimate, or;
- 2) You can revise the current closure/post-closure plan estimate. Once these plans are reviewed and approved, you could fund to the new level specified in the revised and approved closure/post-closure plan. Under this option, because of the time necessary to review and approve a revised closure/post-closure plan, it is suggested that you withdraw the transfer application, to avoid a possible denial for failure to meet the requirements of the 329 IAC 2-8-8(4). The application for transfer could be resubmitted once the revised closure/post-closure plan is approved.

A timely response for providing adequate financial assurance is essential. You should be aware that 329 IAC 2-8-8(4) requires proof of adequate financial responsibility. Failure to provide such proof will leave IDEM with no option except to deny the application.

If you have any questions, please contact Mr. Mike Tragesser at 317/232-7206.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Carroll".

Patrick Carroll, Chief
Solid Waste Facilities Branch
Solid and Hazardous Waste Management

MLT

Donald J. Dreyfus
Attorney at Law
SUITE 425 - NORTH TOWER
TWIN TOWERS
1000 EAST 80TH PLACE
Merrillville, Indiana 46410-5606

(219) 769-1955
FAX: (219) 769-1956

October 18, 1994

Mr. Jerry Rud
Indiana Department of Environmental Management
Office of Solid and Hazardous Waste
11th Floor - N-1154
100 North Senate
P.O. Box 6015
Indianapolis, IN 46206-6015

OCT 20 10 56 AM '94
OFFICE OF SOLID
AND HAZARDOUS
WASTE
RIGHT
DEN

Re: Application For Transfer of Solid Waste Facility Permit

Dear Mr. Rud:

Mike Tragesser and I communicated about a month ago with respect to transferring Permit 45-8, presently in the name of Feddeler Enterprises, Inc., to R & M Enterprises, Inc., a new corporation owned by a member of the same family.

In that regard, I enclose herewith the following documents:

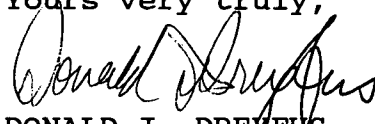
1. Executed Application For Transfer Of Solid Waste Facility Permit;
2. Irrevocable Letter of Credit in the amount of \$100,000.00 dated September 23, 1994, from Daniel J. Ryan, Exec. Vice President and Loan Administrator of De Motte State Bank;
3. Contract For Sale Of Business. This Contract transfers all operating assets of Feddeler Enterprises, Inc. to R & M Enterprises, Inc.;
4. Contract For Conditional Sale Of Real Estate (Land Contract) evidencing the acquisition of the land by Robert W. Feddeler.

I trust this will permit the transfer of the permit pursuant

Mr. Jerry Rud
Indiana Department of Environmental Management
October 18, 1994
Page 2

to my telephone conversation with Mr. Tragesser and Mr. Robert
Feddeler's conversations with you.

Yours very truly,



DONALD J. DREFFUS

DJD:1
encls.
via FEDEX

cc: Mr. Robert Feddeler

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

APPLICATION FOR *TRANSFER*
OF SOLID WASTE FACILITY PERMITS

Instruction:

This application shall be used to apply for transfer of solid waste facility permits. Pursuant to 329 IAC 2-8-8, this application must be received by the Commissioner of the Indiana Department of Environmental Management at least 60 days prior to the proposed date of transfer. Upon completion, return this application and any additional materials to the following address:

Office of Solid and Hazardous Waste Management (N1154)
Indiana Department of Environmental Management
100 North Senate Avenue, P.O. Box 6015
Indianapolis, IN 46206-6015

Section A. New Applicant(s) Information

Name: R & M ENTERPRISES, INC.		
Mailing Address: 19501 Clark Road	Street	City Lowell
State Indiana	Zip Code 46356	AC-Telephone Number: (219) 696-8406

Section B. Current Permittee Information

Name: Feddeler Enterprises, Inc.		
Mailing Address: 10100 West 181st Avenue	Street	City Lowell
State Indiana	Zip Code 46356	AC-Telephone Number: (219) 696-8406

Section C. Property Owner(s) Information

Name: Robert W. Feddeler, Trustee of Robert W. Feddeler Revocable Trust, u/t/a dated January 29, 1989 (pursuant to purchase on contract)		
Mailing Address: 18501 Clark Road	Street	City Lowell
State Indiana	Zip Code 46356	AC-Telephone Number: (219) 696-8406

Section C. Facility Information

Name:	R & M ENTERPRISES, INC.	Permit No(s):	45-8								
Mailing Address:	18501 Clark Road, Lowell, IN 46356										
Facility Contact Person and Telephone #:	Robert W. Feddeler, (219) 696-8406										
County and General Location:	Lake County										
Type of Operation:	<table><tr><td><input type="checkbox"/> Sanitary Landfill</td><td><input type="checkbox"/> Restricted Waste Site TYPE I</td></tr><tr><td><input checked="" type="checkbox"/> Construction/Demolition</td><td><input type="checkbox"/> Restricted Waste Site TYPE II</td></tr><tr><td><input type="checkbox"/> Incinerator - 10 tons/day or greater</td><td><input type="checkbox"/> Restricted Waste Site TYPE III</td></tr><tr><td><input type="checkbox"/> Infectious Waste Incinerator - 7 ton/s day or greater</td><td><input type="checkbox"/> Solid Waste Processing Facility</td></tr></table>			<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I	<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II	<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III	<input type="checkbox"/> Infectious Waste Incinerator - 7 ton/s day or greater	<input type="checkbox"/> Solid Waste Processing Facility
<input type="checkbox"/> Sanitary Landfill	<input type="checkbox"/> Restricted Waste Site TYPE I										
<input checked="" type="checkbox"/> Construction/Demolition	<input type="checkbox"/> Restricted Waste Site TYPE II										
<input type="checkbox"/> Incinerator - 10 tons/day or greater	<input type="checkbox"/> Restricted Waste Site TYPE III										
<input type="checkbox"/> Infectious Waste Incinerator - 7 ton/s day or greater	<input type="checkbox"/> Solid Waste Processing Facility										

Section E. Additional Information Required

Pursuant to 329 IAC 2-8-8, the following information shall be submitted as attachments.

1. Where financial responsibility is required for a facility, the transferee must provide proof of this financial responsibility as provided in 329 IAC 2-12.
2. The transferee must provide proof that he is, or will be the owner of the facility.
3. A written agreement containing a specific date of transfer of permit responsibility.

Section F. Signatories

I hereby certify that to the best of my knowledge, the above information is accurate, and request that permit no (s) 45-8 be transferred to the party named above as the new applicant.

X Thomas R. Feddeler 9-20-94
Current Permittee's Signature Thomas R. Feddeler, Pres. Date
Feddeler Enterprises, Inc.

Current Permittee's Name Typed

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge, true, accurate, and completed. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further certify that I am authorized to submit information."

X Robert W. Feddeler Sept. 20, 1994
New Applicant's Signature Robert W. Feddeler, Pres. Date
R & M ENTERPRISES, INC.
New Applicant's Name Typed

I hereby certify that I am fully aware of my responsibilities established in 329 IAC 2 as owner(s) of the land upon which a solid waste facility is located and shall be liable for any environmental harm caused by the facility.

X Robert W. Feddeler Sept 20, 1994
Property Owner Signature Robert W. Feddeler, Trustee Date
of the Robert W. Feddeler Revocable Trust

u/t/a January 29, 1989
(pursuant to purchase or contract)

9/29/94

CONTRACT FOR THE SALE OF BUSINESS

AGREEMENT MADE this 15th day of October, 1994, between FEDDELER ENTERPRISES, INC., an Indiana corporation, hereinafter referred to as "SELLER", and R & M ENTERPRISES, INC., an Indiana corporation, hereinafter called the "BUYER", JANETTE R. MEZYDLO, TRUSTEE OF LAND TRUST AGREEMENT DATED 5/2/81, hereinafter referred to as "CONTRACT SELLER", ROBERT W. FEDDELER AND RAMONA MARY FEDDELER, jointly and severally, and ROBERT W. FEDDELER, TRUSTEE, U/T/A DATED 1/29/89, ROBERT W. FEDDELER, GRANTOR, hereinafter referred to as "GUARANTORS", and DEMOTTE STATE BANK, of Lowell, Indiana, hereinafter referred to as the "ESCROW AGENT".

WITNESSETH:

1. Sale of Equipment, Machinery, and Goodwill. The SELLER shall sell and the BUYER shall purchase free from all liabilities and encumbrances the following assets:

- A. The machinery and equipment listed on Exhibit "II-1" appended hereto, and
- B. The goodwill of SELLER.

Said equipment and machinery is presently located in West Creek Township, Lowell, Indiana.

2. Purchase Price. The purchase price for the assets shall be Nine Hundred Eighty Thousand Dollars (\$980,000.00).

Said purchase price consists of Nine Hundred Sixty Thousand Dollars (\$960,000.00) to be paid as set forth hereinafter, plus the assumption and payment by BUYER of a current Note owing to Kentland Bank, Lake Village, Indiana, in the amount of Twenty

Thousand Dollars (\$20,000.00) with respect to the financing of one piece of equipment.

Said Nine Hundred Sixty Thousand Dollars (\$960,000.00) shall be payable over ten (10) years by equal monthly payments of Eleven Thousand Three Hundred Ninety-Five and 37/100ths Dollars (\$11,395.37), pursuant to the promissory note appended hereto and marked Exhibit "II-2". The unpaid interest on installments shall bear interest as set forth in said promissory note.

3. Allocation. Said Nine Hundred Eighty Thousand Dollars (\$980,000.00) purchase price is hereby allocated as follows:

Machinery and equipment	\$200,000.00
(cash plus assumption of Note)	

Goodwill	\$780,000.00
----------	--------------

4. Closing. This transaction shall be closed ^{AS of} ~~on~~ October 1, 1994, at the office of Donald J. Dreyfus, at 1000 E. 80th Place, Merrillville, Indiana.

At said closing, SELLER shall furnish the following:

- A. Bill of Sale, conveying the machinery and equipment, a copy of which is appended hereto and Marked Exhibit II-3;
- B. Assignment of goodwill, a copy of which is appended hereto and marked Exhibit II-4;
- C. Application For Transfer of Solid Waste Facility Permit which has been signed by the appropriate officers of SELLER;

BUYER shall furnish the following:

- A. Installment Promissory Note in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000.00);
- B. Security Agreement, a copy of which is appended hereto as

Exhibit II-5;

- C. Assumption of Promissory Note to Kentland Bank, Lake Village, Indiana.

5. Sale of Real Estate on Contract. At the closing, the CONTRACT SELLER and the BUYER shall execute the Contract for the Conditional Sale of Real Estate, a copy of which is appended hereto and marked Exhibit "I", and BUYER shall pay Fifty Thousand Dollars (\$50,000.00) for 5/6ths of the CONTRACT SELLER'S interest in said Real Estate with equal monthly payments payable over ten (10) years at an interest rate of 7-1/2% per annum on the unpaid balance as set forth in said Contract.

6. Personal Property Taxes. SELLER agrees to pay that portion of the personal property taxes with respect to the equipment and the inventory sold pursuant to this contract payable for the year 1994, pro rated on the cash basis and not the accrual basis to the closing date when the bills are presented and BUYER agrees to pay its pro rated portion payable for said year and to pay all personal property taxes payable thereafter.

7. Real Estate Taxes. Real Estate Taxes shall be pro rated pursuant to the Contract for Conditional Sale of Real Estate.

8. Insurance. BUYER agrees, pursuant to the Additional Covenants, to maintain a pollution legal liability policy with respect to the landfill and to pay premiums on such insurance policy as they become due.

9. Maintenance of Property. BUYER shall keep the machinery and equipment in constant and good repair.

10. Assignment of Contract. BUYER shall not assign or sell this Contract for the Sale of Business.

11. Accounts Payable, and Accruals. Accounts payable and accruals shall be prorated as of the Closing Date.

12. Landfill Permit. BUYER shall be responsible for the transfer of Landfill Permit No. 45-8 issued by the Indiana Department of Environmental Management. SELLER shall assist in the transfer of the landfill permit to BUYER to be effective on October 1, 1994.

13. Security. BUYER shall execute and deliver to ESCROW AGENT the signed Promissory Note, Security Agreement and Contract for Conditional Sale of Real Estate appended hereto and marked Exhibits "II-2", "II-5", and "I" respectively.

14. Seller's Warranties. The SELLER warrants and represents as follows:

A. The SELLER is duly organized, validly existing and in good standing under the laws of the State of Indiana, and is authorized to do business in said State.

B. SELLER is the owner of and has good marketable title to all of the machinery and equipment set forth and described in Exhibit "II-1" attached hereto, and such machinery and equipment is free from any debts and encumbrances except a current Note payable to Kentland Bank, Lake Village, Indiana, on one piece of equipment in the amount of \$20,000.00 as of September 23, 1994.

C. That the execution and delivery of this agreement to

BUYER and the sale provided for herein have been authorized by the SELLER'S Board of Directors and stockholders and that at the time of closing the SELLER shall deliver to BUYER a certified copy of the resolution of the SELLER'S shareholders and Board of Directors authorizing said sale.

15. Indemnification. SELLER agrees to hold harmless the BUYER against any loss or expense in respect of accounts payable of SELLER to the date of closing.

Upon obtaining knowledge of any of the foregoing, BUYER shall notify SELLER in writing of any claim or demand which BUYER has determined could give rise to a right of indemnification in the BUYER under this Agreement.

BUYER agrees to indemnify and hold the SELLER harmless with respect to the aforementioned equipment Note in the amount of Twenty Thousand Dollars (\$20,000.00) by BUYER as part of this transaction.

16. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that it may be called upon to pay or such other relief as may be granted, a reasonable sum for the successful party's attorney's fees and any judgment taken in such action shall be without relief from valuation and appraisal laws.

17. Default. Default by the BUYER under the Contract for Conditional Sale of Real Estate dated October 1, 1994, shall constitute a default by BUYER hereunder and vice versa.

18. Uniform Commercial Code - Bulk Sales Law Compliance.

The parties agree that the sale qualifies as a bulk sale. Provided, however, in view of the long cordial relationship between BUYER and SELLER and because of BUYER's familiarity with SELLER's operation, BUYER shall rely upon an affidavit of SELLER to be furnished at closing stating that all existing creditors are or will be paid in full by SELLER except for the equipment indebtedness assumed herein by BUYER.

19. Survival of Covenants. All covenants made by BUYER herein shall survive the closing for the benefit of the SELLER.

20. Escrow Agreement for Sale of Machinery, Equipment, Goodwill and Real Estate. The BUYER has purchased from the SELLER machinery, equipment, and goodwill pursuant to the terms and provisions of this agreement. Accordingly, BUYER, by virtue of this agreement, shall be the legal owner of such assets subject to the terms of the Escrow provisions contained herein.

BUYER, in order to secure the payment of said obligation to SELLER hereby pledges such machinery, equipment, and goodwill to the SELLER, by the delivery of bills of sale, titles, and assignments evidencing such pledged assets to the ESCROW AGENT as described in the appended Security Agreement and pursuant to the terms of this Contract for the Sale of Business with specific reference to these escrow provisions. In consideration of the covenants and agreement contained in this Agreement, the Installment Promissory Note, and the Security Agreement, it is agreed as follows:

A. Escrow Agent. The SELLER and the BUYER appoint and designate Demotte State Bank, of Lowell, Indiana, as ESCROW AGENT for the purposes herein set forth. In the event of the death, dissolution, or resignation of such ESCROW AGENT, SELLER and the BUYER shall select a successor. If SELLER and BUYER cannot agree on a successor, Bank One, Merrillville, Indiana shall be successor ESCROW AGENT.

The SELLER and BUYER hereby designate ESCROW AGENT as attorney-in-fact for each of them with respect to the duties set forth for such ESCROW AGENT in this Agreement and in the Security Agreement, appended hereto, granting unto such attorney all such powers enumerated at I.C. 30-5, et. seq., with reference to property matters only which are necessary to implement the duties of Escrow Agent set forth in this Agreement and in said Security Agreement.

B. Items Deposited in Escrow. The SELLER and the BUYER have deposited with the ESCROW AGENT bills of sale, titles, and assignments with respect to the assets purchased by BUYER herein, evidencing ownership of such assets. All such assets shall be held and disposed of by this ESCROW AGENT in accordance with the terms and provisions of this Escrow Agreement and the Security Agreement.

C. Escrow. The SELLER and the BUYER authorize the ESCROW AGENT to keep and preserve the title to the assets, the purchase price of which remains unpaid, in its possession as security for the payment of the Installment

Promissory Note.

D. Default. If at any time the BUYER defaults in the payment of the monies due to the SELLER pursuant to the Installment Promissory Note, a copy of which is appended hereto, or in the assumed equipment indebtedness, the SELLER shall have all remedies set forth in the appended Security Agreement in addition to all other remedies at law.

E. Incidents of Ownership. The assets shall be and have been assigned by the SELLER to the BUYER and all incidents of ownership in the assets sold hereunder are hereby conveyed by the SELLER to the BUYER effective October 1, 1994, subject to the security interest created by this agreement and the Security Agreement and subject to these escrow provisions. SELLER shall have no possessory rights and/or any other incidents of ownership regarding said assets except the security interest rights set forth in this Agreement and the Security Agreement.

F. Termination of Escrow. If satisfactory proof has been presented to ESCROW AGENT that all installments of the purchase price have been paid by the BUYER herein, the ESCROW AGENT shall deliver to the BUYER the title to the assets in its possession with respect to said BUYER, and all obligations among the SELLER, the BUYER, and the ESCROW AGENT shall thereupon cease.

21. Compliance with Laws. After the closing, BUYER shall operate said landfill in compliance with all statutes, ordinances,

rules, and regulations including, but not limited to environmental laws and regulations.

22. Incorporation of Additional Covenants and Permit Transfer. This transaction is part of a larger Feddeler family transaction wherein Robert W. Feddeler and his brothers and sisters are concentrating their respective efforts towards individual Feddeler business entities rather than all of such entities. Accordingly, the "Additional Covenants" dated October 1, 1994 are incorporated herein by reference including the "Condition Precedent" to the enforceability of this agreement. Such enforceability is dependent upon the transfer of the Solid Waste Facility Permit No. 45-8 from SELLER to BUYER as approved by the Indiana Department of Environmental Management (I.D.E.M.).

23. Entire Agreement. This agreement sets forth the entire understanding of the parties and it shall not be changed or terminated orally.

24. Binding Effect. All of the terms and provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns of the parties.

25. Interpretations. With reference to this agreement and all documents attached hereto as exhibits (collectively and individually "agreement"), the parties agree

- (a) That they have had their respective attorneys review the agreement and the normal rules of construction to the effect that any ambiguities are to be resolved

against the drafting party shall not be employed in the interpretation of the agreement.

- (b) The agreement may be executed simultaneously in any number of counterparts, each which shall be deemed an original, equally admissible in evidence but all of which shall constitute one and the same agreement.
- (c) No verbal agreements or understanding contrary to any of the terms and conditions of the agreement have been made and the agreement supersedes any and all agreements made between the parties relating to the subject matter hereof and there are no understandings or agreements other than those incorporated herein.

26. Guaranty. Robert W. Feddeler and Ramona Mary Feddeler, jointly and severally, and Robert W. Feddeler, Trustee, U/T/A dated 1/29/89, hereby guarantee all of BUYER'S covenants of this agreement and Maker's obligation pursuant to the Installment Promissory Note dated October 1, 1994, in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000.00).

IN WITNESS WHEREOF, the parties have signed this agreement.

SELLER

FEDDELER ENTERPRISES, INC.

By: Thomas R. Feddeler
Thomas R. Feddeler,
President
and Janette R. Mezzydlo
Janette R. Mezzydlo,
Secretary

BUYER

R & M ENTERPRISES, INC.

By: X Robert W. Feddeler
Robert W. Feddeler,
President
and X Ramona Mary Feddeler
Secretary

CONTRACT SELLER

Janette R. Mezydlo Trustee
JANETTE R. MEZYDLO, TRUSTEE
OF LAND TRUST AGREEMENT
DATED 5/2/81

GUARANTORS

X Robert W. Feddeler
ROBERT W. FEDDELER, INDIVIDUALLY
AND AS TRUSTEE U/T/A DATED
1/29/89, ROBERT W. FEDDELER,
GRANTOR

ESCROW AGENT

DEMOTTE STATE BANK

By: Suzanne M. Kordys
AVP - TRUST OFFICER

X Ramona Mary Feddeler
RAMONA MARY FEDDELER

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **FEDDELER ENTERPRISES, INC.**, an Indiana corporation, by and through **Thomas R. Feddeler and Janette R. Mezydlo**, its President and Secretary, respectively, and each acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.


Notary Public

My commission expires:

11-13-97

a resident of Lake County

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **R & M ENTERPRISES, INC.**, an Indiana corporation, by and through **Robert W. Feddeler**, and _____, its President and Secretary, respectively, and each acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.


Notary Public

My commission expires:

11-13-97

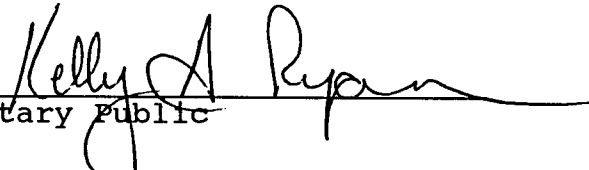
a resident of Lake County

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **Janette R. Mezydlo, Trustee of Land Trust Agreement Dated 5/2/81** and she acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public

My commission expires:

11-13-97

a resident of Lake County

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **Robert W. Feddeler, individually and as Trustee U/T/A dated 1/29/89, Robert W. Feddeler, Grantor**, and he acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public

My commission expires:

11-13-97


a resident of Lake County

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **Ramona Mary Feddeler** and she acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.


Notary Public

My commission expires:

11-13-97


a resident of Lake County

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **DEMOTTE STATE BANK**, as Escrow Agent, by and through Suzanne M. Kozlowski, its AVP-Trust Officer and acknowledged execution of the foregoing Contract for the Sale of Business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18th day of October, 1994.


Notary Public

My commission expires:

11-13-97

a resident of Lake County

Prepared by: Donald J. Dreyfus, Attorney at Law,
Suite 425 North, 1000 East 80th Place,
Merrillville, Indiana, 46410

CONTRACT FOR THE SALE OF BUSINESS

973 HIGHLIFT CAT
LINK BELT BACKHOE
816 COMPACTOR
3020 JOHN DEERE TRACTOR
18" WATER PUMP
1/3 OF GARAGE
OFFICE TRAILER
1994 FORD PICKUP
AIR COMPRESSOR
HOTSY STEAM CLEANER
CAT 80 PULL SCRAPER

Final Installment Due Date: November 1, 2004

EXHIBIT "II-2"

unpaid Twenty Thousand Dollars (\$20,000.00) equipment indebtedness, and performance of its obligations under an agreement called "Additional Covenants" in connection with said purchase by DEBTOR.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SECURITY INTEREST. To secure the payment of such Promissory Note, assumption of indebtedness, and performance of DEBTOR'S obligations under Additional Covenants with respect to said purchase of equipment, machinery, and goodwill of SECURED PARTY, the DEBTOR hereby grants a security interest to the SECURED PARTY in the equipment, machinery, and goodwill evidenced by bills of sale, titles, and assignments, evidencing the equipment, machinery, and goodwill of Corporation, and herewith delivered to the ESCROW AGENT. The ESCROW AGENT shall hold the said bills of sale, titles, and assignments as security for the payment of the Installment Promissory Note in the amount of \$960,000.00 dated October 1, 1994, and the equipment indebtedness from DEBTOR appended hereto and made a part hereof.

II. TRANSFERABILITY. The DEBTOR represents that there are no restrictions upon the transfer of any of the equipment, machinery, and goodwill and the DEBTOR has the right to transfer such assets free of any other encumbrances except a note to Kentland Bank in the amount of \$20,000.00 on one piece of equipment, which note DEBTOR is assuming.

III. PAYMENT OF PROMISSORY NOTE AND ASSUMPTION OF EQUIPMENT INDEBTEDNESS. Upon the payment in full of the Installment

corporat\sec-ag.r&m

Promissory Note and assumption of equipment indebtedness, and if DEBTOR is not in default with respect to the Additional Covenants, SECURED PARTY shall release its security interest and ESCROW AGENT shall transfer to DEBTOR said bills of sale, titles, and assignments and this agreement shall terminate.

IV. ESCROW AGENT. Demotte State Bank, of Lowell, Indiana, ESCROW AGENT, pursuant to the Contract for Sale of Business for equipment, machinery, and goodwill of FEDDELER ENTERPRISES, INC., shall upon receipt of evidence of default, make reasonable efforts to verify such default. Upon verification of such default, ESCROW AGENT shall join SECURED PARTY in executing the written notice of default referenced in paragraph V herein designated "DEFAULT". Upon failure of DEBTOR to cure such default within 3-day period, ESCROW AGENT shall turn over any pledged bills of sale, titles, and assignments to SECURED PARTY held by ESCROW AGENT to secure the Installment Promissory Note and equipment indebtedness above referred to.

V. DEFAULT. In the event DEBTOR fails to pay any payment of principal or interest with respect to the Installment Promissory Note or fails to pay the equipment indebtedness when due, both of which this Security Agreement secures on the respective due dates, or GUARANTOR is in default with respect to the Additional Covenants, after a written notice signed jointly by SECURED PARTY and ESCROW AGENT to DEBTOR granting three (3) days within which to cure such default, and providing DEBTOR does not cure such default in full,

VI. APPLICATION OF PROCEEDS. Any and all proceeds received by SECURED PARTY as a result of SECURED PARTY having asserted or availed itself of any of the rights, powers, remedies and defenses conferred upon SECURED PARTY under the provisions of this agreement, following occurrence of one or more events of default as set forth herein, shall be applied as follows:

(a) First to reimbursement of SECURED PARTY for and of all costs, expenses and damages occurred or suffered by SECURED PARTY after the occurrence of such event or events of default for or in respect of the following:

- (1) protection, preservation, maintenance and obtaining possession of or title to the Collateral;
- (2) perfection, protection, preservation and maintenance of SECURED PARTY's security interest under this Security Agreement; and
- (3) enforcement or assertion by SECURED PARTY of any one or more of the rights, powers, remedies and defenses of SECURED PARTY under the terms and provisions of this Security Agreement, together with interest thereon at the rate of eighteen percent (18%) per annum, attorneys' fees and costs of collection;

(b) Second, to payment of all accrued and unpaid interest on the principal sum of the promissory note and the equipment

THEN:

- (a) The SECURED PARTY shall have and may assert or avail itself of the right to declare the unpaid balance of the principal sum of the promissory note which this Security Agreement secures, together with unpaid interest thereon, immediately due and payable;
- (b) the SECURED PARTY shall have and may assert or avail itself of any and all additional rights, powers, remedies or defenses conferred upon a Secured Party under the Uniform Commercial Code (U.C.C.) or any other appropriate law or regulation, whether state or federal;
- (c) Each and every right, power, remedy and defense permitted or available to SECURED PARTY shall be cumulative and not exclusive; each and every such right, power, remedy and defense may be exercised from time to time and as often as may be deemed expedient by SECURED PARTY; and the exercise or pursuit of any such right, power, remedy, or defense shall not be deemed a waiver of the right of SECURED PARTY to exercise or pursue at the same time or thereafter any other right, power, remedy, or defense. No delay or omission by SECURED PARTY in the exercise or assertion of any right, power, remedy or defense shall impair or operate as a waiver of such right, power, remedy, or defense then or thereafter existing.

indebtedness;

(c) Third, to payment of the unpaid balance of the principal sum of the promissory note and the equipment indebtedness; and

(d) Fourth, any balance remaining to DEBTOR, its successors and assigns.

VII. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Security Agreement shall not affect the other provisions, and this Security Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

VIII. BENEFIT. This Security Agreement is binding upon the DEBTOR, its successors and assigns, and the rights, powers and remedies of SECURED PARTY under this Security Agreement shall inure to the benefit of SECURED PARTY and its legal representatives, successors and assigns.

IX. CONSTRUCTION. Whenever used in this Security Agreement, the singular shall also include the plural, the plural shall also include the singular, and the gender shall include the other genders unless the context shall otherwise require. Unless otherwise defined in this Security Agreement, words used herein shall have the meanings ascribed to them in the Uniform Commercial Code.

X. WRITTEN MODIFICATIONS. This Security Agreement shall not be amended, modified or supplemented without the written agreement of the parties at the time of such amendment,

corporat\sec-ag.r&m

modification or supplement.

XI. TERMINATION. This Security Agreement shall terminate at such time as DEBTOR shall have paid the principal sum of the Installment Promissory Note and the equipment indebtedness, together with any interest thereon, and no default exists by GUARANTOR with respect to the Additional Covenants and performed all of the other obligations secured hereby.

XII. GOVERNING LAW. This Security Agreement shall be governed by and subject to the laws of the State of Indiana.

XIII. CAPTIONS. The captions in this Security Agreement are for convenience and identification purposes only, are not an integral part of this Security Agreement, and are not to be considered in the interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above named.

DEBTOR

FEDDELER ENTERPRISES, INC.

By: Thomas R. Feddeler
Thomas R. Feddeler,
President

and Janette R. Mezydlo
Janette R. Mezydlo,
Secretary

SECURED PARTY

R & M ENTERPRISES, INC.

By: Robert W. Feddeler
Robert W. Feddeler, President

and Rosanna Marie Feddeler
Secretary

ESCROW AGENT

DEMOTTE STATE BANK

By:

Suzanne M. Kordy
AWP Trust Officer

GUARANTOR

Robert W. Feddeler

ROBERT W. FEDDELER

Ramona Mary Feddeler

RAMONA MARY FEDDELER

Robert W. Feddeler


ROBERT W. FEDDELER, TRUSTEE
U/T/A DATED 1/29/89, ROBERT W.
FEDDELER, GRANTOR

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **FEDDELER ENTERPRISES, INC.**, an Indiana corporation, by and through **Thomas R. Feddeler and Janette R. Mezydlo**, its President and Secretary, respectively, and each acknowledged execution of the foregoing Security Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.


Notary Public
a resident of Lake County

My commission expires:

11-13-97

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **R & M ENTERPRISES, INC.**, an Indiana corporation, by and through **Robert W. Feddeler and _____**, its President and Secretary, respectively, and each acknowledged execution of the foregoing Security Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.


Notary Public
a resident of Lake County

My commission expires:

11-13-97

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **DEMOTTE STATE BANK**, as Escrow Agent, by and through SUZANNE M. KORDYS, its AUT-TRUST OFFICER, and acknowledged execution of the Security Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18th day of October, 1994.

Kelly A Ryan
Notary Public

My commission expires:

11-13-97

a resident of Lake County

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **Robert W. Feddeler**, individually and as Trustee U/T/A dated 1/29/89, **Robert W. Feddeler, Grantor**, and he acknowledged execution of the foregoing Security Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.

Kelly A Ryan
Notary Public

My commission expires:

11-13-97

a resident of Lake County

STATE OF INDIANA

COUNTY OF LAKE

)
) SS:
)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared **Ramona Mary Feddeler** and she acknowledged execution of the foregoing Security Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.

Kelly A Ryan
Notary Public

My commission expires:

11-13-97

a resident of Lake County

Prepared by: Donald J. Dreyfus, Attorney at Law
1000 East 80th Place, Suite 425 North
Merrillville, Indiana, 46410

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE
(LAND CONTRACT)

THIS CONTRACT, made and entered into by and between JANETTE R. MEZYDLO (formerly Janette R. Feddeler), TRUSTEE OF LAND TRUST AGREEMENT DATED 5/2/81 (hereinafter referred to as "SELLER") and ROBERT W. FEDDELER, TRUSTEE, U/T/A DATED 1/29/89, ROBERT W. FEDDELER, GRANTOR, (hereinafter referred to as "BUYER"), ROBERT W. FEDDELER AND RAMONA MARY FEDDELER (hereinafter referred to jointly and severally as "PERSONAL GUARANTORS"), and DEMOTTE STATE BANK, of Lowell, Indiana, hereinafter referred to as the "ESCROW AGENT".

SELLER hereby agrees to convey its interest in the following described property to BUYER in the event BUYER fully performs all covenants and agreements contained herein, which conveyance shall be on the terms and conditions set forth in this Contract. The real property, titled in the name of such Trustee, is located in Lake County, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate") and legally described as follows:

All that part of the West Half of the Southeast Quarter of Section 21, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, lying Easterly of the Easterly right of way line of the Indiana Harbor Railroad Company (now New York Central Railroad), excepting therefrom that part described as follows: Commencing at a point on the Easterly right of way line of the New York Central Railroad at a distance of 40 feet North of the South line of said Section 21, and running thence East parallel to said South line, a distance of 263.40 feet; thence South 10 feet; thence East parallel to the South line of said Section 21 a distance of 136.60 feet; thence North at right angles to the last described line a distance of 808.80 feet; thence North 79 degrees 27 minutes West a distance of 244.5 feet to the Easterly right of way line of the New York Central Railroad; thence Southwesterly along said right of way line a distance of 858.83 feet to the place of beginning; Also excepting

therefrom that part described as follows: A part of the Southeast Quarter of Section 21, Township 33 North, Range 9 West of the 2nd Principal Meridian, described as commencing at a point on the South line of Section 21 and 400 feet East of the East right of way line of the New York Central Railroad; thence East along said line (which is also the center of the State Highway #2) to the center of a creek a distance of 256.6 feet; thence to the North along said creek center line 408.7 feet to an iron pin; thence North by Northwest along said center line 409 feet, thence West by Northwest 88.5 feet to an iron pin; thence South 808.8 feet to the place of beginning.

upon the following covenants, terms and conditions:

1. The Purchase Price. As the purchase price for the Real Estate, BUYER agrees to pay to SELLER and SELLER agrees to accept from BUYER the sum of FIFTY THOUSAND DOLLARS (\$50,000.00).

2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of Five Hundred Ninety-Three and 51/100ths Dollars (\$593.51) shall be paid monthly beginning December 1, 1994, and on the same date of each month thereafter for one hundred nineteen (119) consecutive months thereafter, until the remainder of the purchase price, with interest as herein provided, has been paid in full, which payment shall first be applied to pay interest and the balance, if any, applied to principal. Full and final payment of the entire balance, together with all interest, shall be paid on or before November 1, 2004.

(b) Interest shall be paid on the unpaid balance of the purchase price at the rate of seven and one-half percent (7-1/2%) per annum, computed monthly on the unpaid balance of principal and is included in the payment required under

Paragraph 2(a). Any payments not timely made shall bear interest at rate of eighteen percent (18%) until the delinquent payment plus interest is paid in full.

(c) All payments due hereunder shall be at 21827 Austin Avenue, Lowell, Indiana, 46356, or at such other place as SELLER shall designate in writing.

(d) BUYER hereby authorizes the SELLER to distribute all payments of the purchase price and interest paid hereunder equally to the beneficiaries of the Land Trust of which Janette R. Mezydlo is the Trustee, excepting BUYER or PERSONAL GUARANTORS, namely:

Edward J. Feddeler
Henry J. Feddeler
Thomas R. Feddeler
Marjorie J. Phillips
Janette R. Mezydlo

It is the intent of this paragraph that said \$50,000.00 purchase price represents the purchase price for 5/6ths interest in the Real Estate which is the subject matter of this Contract, equitably owned by said brothers and sisters of Robert W. Feddeler. Inasmuch as the BUYER already equitably owns one-sixth (1/6th) of the Real Estate, the delivery of the Trustee's Deed for the entire parcel, as described in Paragraph 7 hereof, accomplishes the objectives of BUYER and SELLER.

3. Prepayment of the Purchase Price. BUYER's wholly owned Corporation, R & M Enterprises, Inc., is purchasing the machinery, equipment, and goodwill of Feddeler Enterprises, Inc.

for a total purchase price of Nine Hundred Eighty Thousand Dollars (\$980,000.00). A condition of any prepayment hereunder is that said Promissory Note evidencing the purchase price for said assets be proportionately prepaid in the same amount as any prepayment on the Contract. Providing such condition is satisfied, BUYER shall have the privilege of paying without penalty at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest. Interest shall not accrue after the date on which BUYER makes any payment that constitutes full payment of the purchase price.

4. Taxes, Assessments and Insurance.

(a) Taxes. BUYER agrees to assume and pay the taxes described hereinafter on the Real Estate beginning with the installment due and payable in May 1995, and all installments of taxes due and payable thereafter, and any assessments or charges upon the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate, and to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.

Real Estate taxes payable in November 1994 shall be pro rated for the last one-half of calendar year 1994 during which the contract closing takes place. It is the intention of the parties that this tax pro ration result in treating real estate

taxes on the cash basis rather than on the accrual basis.

(b) Insurance. BUYER agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies with limits of liability with minimum limits of \$500,000.00 for each occurrence and \$500,000.00 in the aggregate. SELLER herein shall be added as an insured party and said policies shall be delivered to and retained by SELLER during the continuance of this Contract.

(c) Pollution. SELLER shall carry and pay for pollution coverage pursuant to Exhibit "I-2" appended hereto insuring SELLER and the BUYER for not less than the amounts specified in said Exhibit.

5. Seller's Right to Perform Buyer's Promises. If BUYER fails to perform any act or to make any payment required of BUYER under this Agreement, SELLER shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of SELLER to perform any act or to make any payment required of BUYER.

The exercise of this right by SELLER shall not constitute a release of any obligation or a waiver of any remedy given SELLER under this Contract nor shall such exercise constitute an estoppel or bar to the exercise of SELLER of any right or remedy of SELLER for a subsequent failure by BUYER to perform any act or make any payment required by BUYER.

Payments made by SELLER and all costs and expenses incurred by SELLER in connection with the exercise of such right shall, at the option of SELLER, either (a) be payable to SELLER by BUYER within thirty (30) days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

6. Possession. SELLER shall deliver to BUYER full and complete possession of the Real Estate upon execution of this Contract. BUYER's right of possession shall continue until terminated pursuant to paragraph 10. All utilities shall be paid by SELLER to the date possession is given, and shall be paid by BUYER thereafter.

7. Evidence of Title. Shortly after execution of this Contract, SELLER will furnish BUYER at SELLER's expense, a commitment for issuance of an owner's title insurance policy disclosing marketable title in said Trustee, written as of said date in the amount of the purchase price prepared by a title agent chosen by SELLER. Any further title evidence shall be at the expense of the BUYER, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of SELLER shall be borne by SELLER.

SELLER promises and agrees that upon the payment of all sums due under this contract and the prompt and full performance by BUYER of all of BUYER's agreements herein made, SELLER will cause ESCROW AGENT to convey to BUYER by Trustee's Deed, the above

described Real Estate subject to covenants, restrictions, highways and easements of record as of the date of this Contract, subject to all taxes and assessments which are BUYER's obligations, and subject to all acts of BUYER herein.

(b) Escrow. Said Trustee's Deed shall be deposited in escrow with the ESCROW AGENT upon receipt of the updated title commitment referenced in paragraph 7 of this Contract and said escrow shall be subject to the covenants of this Contract.

Accordingly, if BUYER performs all of its covenants pursuant to this Contract, ESCROW AGENT shall deliver said Trustee's Deed to BUYER. In the event of default by BUYER, upon ESCROW AGENT's verification of such default, ESCROW AGENT shall redeliver the Trustee's Deed to Seller.

8. Assignment of Contract. BUYER may not sell or assign this Contract, BUYER's interest therein, or BUYER's interest in the Real Estate, without the written consent of SELLER. No assignment shall operate to relieve either party from liability hereon.

9. Use of the Real Estate by Buyer, Sellers' Right to Inspection and Buyer's Responsibility for Injuries.

(a) Use. The Real Estate, legal title to which is held by said Trustee, may not be rented, leased or occupied by persons other than BUYER without SELLER's written consent. BUYER may make alterations, changes and additional improvements with the written consent of SELLER having first been obtained. BUYER shall use the Real Estate as a landfill. BUYER shall comply with all statutes,

regulations, ordinances, and rules of each governmental body which has jurisdiction with respect to the Real Estate and landfills in particular. BUYER shall keep the same in good repair and clean condition, maintaining any improvements in at least as good a condition as they were when this contract was signed at his expense.

(b) Sellers' Right of Inspection. SELLER shall have the right to enter and inspect the Real Estate at any reasonable time.

(c) Buyer's Responsibility for Accidents. BUYER shall indemnify and hold SELLER harmless from and against all damages, claims and liability of any type or nature arising from or connected with BUYER's control or use of the Real Estate including, but not limited to, any damage or injury to person or property. This indemnification shall include but not be limited to all attorneys' fees and legal costs incurred by SELLER in connection with any such claim.

10. Sellers' Remedies on Buyer's Default. Time is of the essence of this contract.

If BUYER fails, neglects or refuses to make any payment under this contract when due or to perform any of BUYER's promises, terms and conditions when and as required under this contract, SELLER may exercise any of the following remedies:

(a) SELLER shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of BUYER in and to the Real Estate herein

purchased shall immediately cease and BUYER shall then be considered as a tenant holding over without permission and SELLER shall be entitled to reenter and take immediate possession of the Real Estate and to evict BUYER and all persons claiming under him;

(b) Separately or in conjunction with his right under (a) above, as SELLER may elect, SELLER shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from BUYER all or any of the following:

- (1) possession of the Real Estate;
- (2) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (3) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by SELLER whichever shall occur first; provided, however, that this shall not be construed as allowing SELLER to recover any interest which would be included under Item (b) (2) above;
- (4) due and unpaid real estate taxes, assessments, charges and penalties which BUYER is obligated to pay under this contract which shall be prorated with BUYER paying that portion for periods prior to the date possession of the real estate is recovered by SELLER and SELLER assuming the property subject to those expenses for periods after possession is recovered;
- (5) premiums due and unpaid for insurance which BUYER is obligated to provide under Paragraph 4(b) of this Contract which shall be prorated with BUYER paying that portion for periods prior to the date possession of the real estate is recovered by SELLER and SELLER assuming the property subject to those expenses for periods after possession is recovered;

- (6) The cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;
- (7) any other amounts (other than payment of the purchase price) which BUYER is obligated to pay under this Contract.

(c) In addition to any other remedy under this Contract, SELLER shall have such other remedies as are available at law or in equity.

(d) In any case SELLER shall have the right to retain (without prejudice to his right to recover any other sums from BUYER, or to have any other remedy, under this Contract) all payments made by BUYER to SELLER and all sums received by SELLER as proceeds of insurance or as other benefits or considerations, in each case made or received under this Contract.

(e) The exercise or attempted exercise of SELLER of any right or remedy available under this contract shall not preclude SELLER from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this Contract.

In any judicial proceeding to enforce this contract BUYER specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to SELLER under applicable law.

In the event BUYER has substantial equity in the Real Estate when an event of default occurs, then this Contract shall be considered the same as a Promissory Note secured by a real estate mortgage, and SELLER's remedy shall be that of foreclosure in the same manner that real estate mortgages are foreclosed under Indiana law and SELLER may not avail himself of the remedies set forth in Subparagraphs 10(a) or 10(b). If this paragraph is applicable, then SELLER may declare all of the sums secured by this Contract to be immediately due and payable, and SELLER may immediately institute legal action to foreclose this Contract and BUYER's interest in the Real Estate. The parties agree that, in such instance, after BUYER has paid Seven Thousand Five Hundred Dollars (\$7,500.00) of the purchase price (which price means the original purchase price set forth in Paragraph 1 hereinabove), then BUYER shall have substantial equity in the Real Estate.

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisement laws. In addition to any other sum payable by BUYER under this contract, BUYER shall pay any reasonable expense, including but not limited to attorneys' fees, cost of foreclosure reports or other title evidence, fees of appraisers or other expenses or fees incurred by SELLER in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.

11. General Agreements of Parties. All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When

applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

12. Cross Default. A default with respect to this Contract shall institute a default with respect to the Contract for the Sale of Business between Feddeler Enterprises, Inc. and R & M Enterprises, Inc.

13. Incorporation of Additional Covenants and Permit Transfer. This transaction is part of a larger Feddeler family transaction wherein Robert W. Feddeler and his brothers and sisters are concentrating their respective efforts towards individual Feddeler business entities rather than all of such entities. Accordingly, the "Additional Covenants" dated October 1, 1994 are incorporated herein by reference including the "Condition Precedent" to the enforceability of this agreement. Such enforceability is dependent upon the transfer of the Solid Waste Facility Permit No. 45-8 from ENTERPRISES to R & M as approved by the Indiana Department of Environmental Management (I.D.E.M.).

14. Personal Guaranty. For purposes of obligating themselves personally, Robert W. Feddeler and Ramona Mary Feddeler, jointly and severally, hereby unconditionally guaranty the covenants of BUYER herein.

IN WITNESS WHEREOF, the parties have executed this instrument

on this 1st day of October, 1994.

SELLER:

Janette R. Mezydlo Trustee
JANETTE R. MEZYDLO (formerly
Janette R. Feddeler), TRUSTEE
OF LAND TRUST AGREEMENT DATED
5/2/81

ESCROW AGENT

DEMOTTE STATE BANK

BY

Suzanne M. Kider
AWP Trust Officer

BUYER:

Robert W. Feddeler
ROBERT W. FEDDELER, TRUSTEE
U/T/A DATED 1/29/89, ROBERT W.
FEDDELER, GRANTOR

PERSONAL GUARANTORS:

Robert W. Feddeler
ROBERT W. FEDDELER

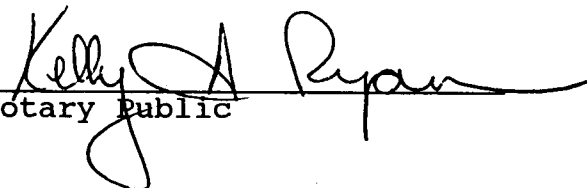
Ramona Mary Feddeler
RAMONA MARY FEDDELER

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared JANETTE R. MEZYDLO (formerly Janette R. Feddeler), TRUSTEE OF LAND TRUST AGREEMENT DATED 5/2/81 and she acknowledged execution of the foregoing Contract for Conditional Sale of Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public
a resident of Lake County

My commission expires:

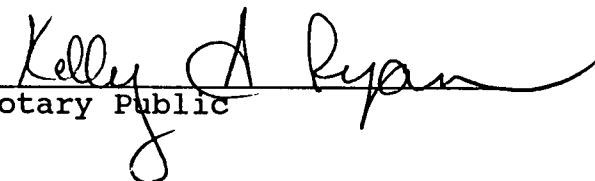
11-13-97

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared ROBERT W. FEDDELER, as TRUSTEE, U/T/A DATED 1/29/89, ROBERT W. FEDDELER, GRANTOR, and ROBERT W. FEDDELER, individually, and he acknowledged execution of the foregoing Contract for Conditional Sale of Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public
a resident of Lake County

My commission expires:

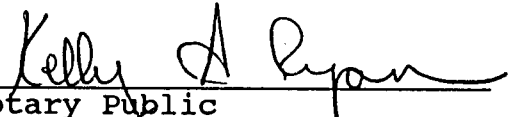
11-13-97

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared RAMONA MARY FEDDELER, and she acknowledged execution of the foregoing Contract for Conditional Sale of Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public

My commission expires:

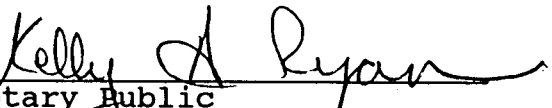
11-13-97

a resident of Lake County

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, duly authorized and acting in the above county and state, appeared DEMOTTE STATE BANK, as Escrow Agent, by and through Suzanne M. Kozdys, its AVP - Trust Officer and acknowledged execution of the foregoing Contract for Conditional Sale of Real Estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of Oct, 1994.



Notary Public

My commission expires:

11-13-97

a resident of Lake County

D This file will calculate an amortization schedule given the prin. int.
and term, beginning month and year.

This file provided by Terry L. Brock, President, Executive Computer
Consulting, 1266 Castle Way, Suite 100, Norcross, Georgia 30093.
923-6403.

Principal \$960,000.00
Int. Rate 7.50%
Term 120
Payment \$11,395.37
Beg. Month 12
Beg. Year 94
Months-1st Yr 1

Please enter Prin., Int.
Rate, Term, Beg. of Month &
Beg. Year

Date	Payment #	Interest Paid	Principal Paid	Balance Remaining	Sum of Yearly Interest	Sum of Yearly Principal
Dec-94	1	\$6,000.00	\$5,395.37	\$954,604.63	\$6,000.00	\$5,395.37
Jan-95	2	\$5,966.28	\$5,429.09	\$949,175.54	\$0.00	\$0.00
Feb-95	3	\$5,932.35	\$5,463.02	\$943,712.52	\$0.00	\$0.00
Mar-95	4	\$5,898.20	\$5,497.17	\$938,215.35	\$0.00	\$0.00
Apr-95	5	\$5,863.85	\$5,531.52	\$932,683.83	\$0.00	\$0.00
May-95	6	\$5,829.27	\$5,566.10	\$927,117.73	\$0.00	\$0.00
Jun-95	7	\$5,794.49	\$5,600.88	\$921,516.85	\$0.00	\$0.00
Jul-95	8	\$5,759.48	\$5,635.89	\$915,880.96	\$0.00	\$0.00
Aug-95	9	\$5,724.26	\$5,671.11	\$910,209.84	\$0.00	\$0.00
Sep-95	10	\$5,688.81	\$5,706.56	\$904,503.28	\$0.00	\$0.00
Oct-95	11	\$5,653.15	\$5,742.22	\$898,761.06	\$0.00	\$0.00
Nov-95	12	\$5,617.26	\$5,778.11	\$892,982.95	\$0.00	\$0.00
Dec-95	13	\$5,581.14	\$5,814.23	\$887,168.72	\$69,308.53	\$67,435.91
Jan-96	14	\$5,544.80	\$5,850.57	\$881,318.16	\$0.00	\$0.00
Feb-96	15	\$5,508.24	\$5,887.13	\$875,431.02	\$0.00	\$0.00
Mar-96	16	\$5,471.44	\$5,923.93	\$869,507.10	\$0.00	\$0.00
Apr-96	17	\$5,434.42	\$5,960.95	\$863,546.15	\$0.00	\$0.00
May-96	18	\$5,397.16	\$5,998.21	\$857,547.94	\$0.00	\$0.00
Jun-96	19	\$5,359.67	\$6,035.70	\$851,512.25	\$0.00	\$0.00
Jul-96	20	\$5,321.95	\$6,073.42	\$845,438.83	\$0.00	\$0.00
Aug-96	21	\$5,283.99	\$6,111.38	\$839,327.45	\$0.00	\$0.00
Sep-96	22	\$5,245.80	\$6,149.57	\$833,177.88	\$0.00	\$0.00
Oct-96	23	\$5,207.36	\$6,188.01	\$826,989.87	\$0.00	\$0.00
Nov-96	24	\$5,168.69	\$6,226.68	\$820,763.19	\$0.00	\$0.00
Dec-96	25	\$5,129.77	\$6,265.60	\$814,497.59	\$64,073.30	\$72,671.13
Jan-97	26	\$5,090.61	\$6,304.76	\$808,192.83	\$0.00	\$0.00
Feb-97	27	\$5,051.21	\$6,344.16	\$801,848.66	\$0.00	\$0.00
Mar-97	28	\$5,011.55	\$6,383.82	\$795,464.85	\$0.00	\$0.00
Apr-97	29	\$4,971.66	\$6,423.71	\$789,041.13	\$0.00	\$0.00
May-97	30	\$4,931.51	\$6,463.86	\$782,577.27	\$0.00	\$0.00
Jun-97	31	\$4,891.11	\$6,504.26	\$776,073.01	\$0.00	\$0.00
Jul-97	32	\$4,850.46	\$6,544.91	\$769,528.09	\$0.00	\$0.00
Aug-97	33	\$4,809.55	\$6,585.82	\$762,942.27	\$0.00	\$0.00
Sep-97	34	\$4,768.39	\$6,626.98	\$756,315.29	\$0.00	\$0.00
Oct-97	35	\$4,726.97	\$6,668.40	\$749,646.89	\$0.00	\$0.00
Nov-97	36	\$4,685.29	\$6,710.08	\$742,936.82	\$0.00	\$0.00
Dec-97	37	\$4,643.36	\$6,752.01	\$736,184.80	\$58,431.65	\$78,312.78
Jan-98	38	\$4,601.16	\$6,794.21	\$729,390.59	\$0.00	\$0.00
Feb-98	39	\$4,558.69	\$6,836.68	\$722,553.91	\$0.00	\$0.00
Mar-98	40	\$4,515.96	\$6,879.41	\$715,674.50	\$0.00	\$0.00
Apr-98	41	\$4,472.97	\$6,922.40	\$708,752.10	\$0.00	\$0.00
May-98	42	\$4,429.70	\$6,965.67	\$701,786.43	\$0.00	\$0.00
Jun-98	43	\$4,386.17	\$7,009.20	\$694,777.22	\$0.00	\$0.00
Jul-98	44	\$4,342.36	\$7,053.01	\$687,724.21	\$0.00	\$0.00
Aug-98	45	\$4,298.28	\$7,097.09	\$680,627.12	\$0.00	\$0.00
Sep-98	46	\$4,253.92	\$7,141.45	\$673,485.67	\$0.00	\$0.00
Oct-98	47	\$4,209.29	\$7,186.08	\$666,299.58	\$0.00	\$0.00
Nov-98	48	\$4,164.37	\$7,231.00	\$659,068.58	\$0.00	\$0.00
Dec-98	49	\$4,119.18	\$7,276.19	\$651,792.39	\$52,352.03	\$84,392.41
Jan-99	50	\$4,073.70	\$7,321.67	\$644,470.73	\$0.00	\$0.00
Feb-99	51	\$4,027.94	\$7,367.43	\$637,103.30	\$0.00	\$0.00
Mar-99	52	\$3,981.90	\$7,413.47	\$629,689.82	\$0.00	\$0.00
Apr-99	53	\$3,935.56	\$7,459.81	\$622,230.02	\$0.00	\$0.00
May-99	54	\$3,888.94	\$7,506.43	\$614,723.58	\$0.00	\$0.00
Jun-99	55	\$3,842.02	\$7,553.35	\$607,170.24	\$0.00	\$0.00
Jul-99	56	\$3,794.81	\$7,600.56	\$599,569.68	\$0.00	\$0.00
Aug-99	57	\$3,747.31	\$7,648.06	\$591,921.62	\$0.00	\$0.00
Sep-99	58	\$3,699.51	\$7,695.85	\$584,225.76	\$0.00	\$0.00
Oct-99	59	\$3,651.41	\$7,743.96	\$576,481.80	\$0.00	\$0.00
Nov-99	60	\$3,603.01	\$7,792.36	\$568,689.44	\$0.00	\$0.00
Dec-99	61	\$3,554.31	\$7,841.06	\$560,848.38	\$45,800.43	\$90,944.01
Jan-2000	62	\$3,505.30	\$7,890.07	\$552,958.32	\$0.00	\$0.00
Feb-2000	63	\$3,455.99	\$7,939.38	\$545,018.93	\$0.00	\$0.00
Mar-2000	64	\$3,406.37	\$7,989.00	\$537,029.93	\$0.00	\$0.00
Apr-2000	65	\$3,356.44	\$8,038.93	\$528,991.00	\$0.00	\$0.00

May-2000	66	\$3,306.13	\$8,089.18	\$320,301.82	\$0.00	\$0.00
Jun-2000	67	\$3,255.64	\$8,139.73	\$512,762.09	\$0.00	\$0.00
Jul-2000	68	\$3,204.76	\$8,190.61	\$504,571.48	\$0.00	\$0.00
Aug-2000	69	\$3,153.57	\$8,241.80	\$496,329.69	\$0.00	\$0.00
Sep-2000	70	\$3,102.06	\$8,293.31	\$488,036.38	\$0.00	\$0.00
Oct-2000	71	\$3,050.23	\$8,345.14	\$479,691.23	\$0.00	\$0.00
Nov-2000	72	\$2,998.07	\$8,397.30	\$471,293.93	\$0.00	\$0.00
Dec-2000	73	\$2,945.59	\$8,449.78	\$462,844.15	\$38,740.21	\$98,004.23
Jan-2001	74	\$2,892.78	\$8,502.59	\$454,341.56	\$0.00	\$0.00
Feb-2001	75	\$2,839.63	\$8,555.74	\$445,785.82	\$0.00	\$0.00
Mar-2001	76	\$2,786.16	\$8,609.21	\$437,176.61	\$0.00	\$0.00
Apr-2001	77	\$2,732.35	\$8,663.02	\$428,513.60	\$0.00	\$0.00
May-2001	78	\$2,678.21	\$8,717.16	\$419,796.44	\$0.00	\$0.00
Jun-2001	79	\$2,623.73	\$8,771.64	\$411,024.80	\$0.00	\$0.00
Jul-2001	80	\$2,568.90	\$8,826.46	\$402,198.33	\$0.00	\$0.00
Aug-2001	81	\$2,513.74	\$8,881.63	\$393,316.70	\$0.00	\$0.00
Sep-2001	82	\$2,458.23	\$8,937.14	\$384,379.56	\$0.00	\$0.00
Oct-2001	83	\$2,402.37	\$8,993.00	\$375,386.56	\$0.00	\$0.00
Nov-2001	84	\$2,346.17	\$9,049.20	\$366,337.36	\$0.00	\$0.00
Dec-2001	85	\$2,289.61	\$9,105.76	\$357,231.60	\$31,131.88	\$105,612.55
Jan-2002	86	\$2,232.70	\$9,162.67	\$348,068.93	\$0.00	\$0.00
Feb-2002	87	\$2,175.43	\$9,219.94	\$338,848.99	\$0.00	\$0.00
Mar-2002	88	\$2,117.81	\$9,277.56	\$329,571.42	\$0.00	\$0.00
Apr-2002	89	\$2,059.82	\$9,335.55	\$320,235.88	\$0.00	\$0.00
May-2002	90	\$2,001.47	\$9,393.90	\$310,841.98	\$0.00	\$0.00
Jun-2002	91	\$1,942.76	\$9,452.61	\$301,389.37	\$0.00	\$0.00
Jul-2002	92	\$1,883.68	\$9,511.69	\$291,877.69	\$0.00	\$0.00
Aug-2002	93	\$1,824.24	\$9,571.13	\$282,306.55	\$0.00	\$0.00
Sep-2002	94	\$1,764.42	\$9,630.95	\$272,675.60	\$0.00	\$0.00
Oct-2002	95	\$1,704.22	\$9,691.15	\$262,984.45	\$0.00	\$0.00
Nov-2002	96	\$1,643.65	\$9,751.72	\$253,232.73	\$0.00	\$0.00
Dec-2002	97	\$1,582.70	\$9,812.67	\$243,420.07	\$22,932.91	\$113,811.53
Jan-2003	98	\$1,521.38	\$9,873.99	\$233,546.07	\$0.00	\$0.00
Feb-2003	99	\$1,459.66	\$9,935.71	\$223,610.37	\$0.00	\$0.00
Mar-2003	100	\$1,397.56	\$9,997.81	\$213,612.56	\$0.00	\$0.00
Apr-2003	101	\$1,335.08	\$10,060.29	\$203,552.27	\$0.00	\$0.00
May-2003	102	\$1,272.20	\$10,123.17	\$193,429.10	\$0.00	\$0.00
Jun-2003	103	\$1,208.93	\$10,186.44	\$183,242.66	\$0.00	\$0.00
Jul-2003	104	\$1,145.27	\$10,250.10	\$172,992.56	\$0.00	\$0.00
Aug-2003	105	\$1,081.20	\$10,314.17	\$162,678.39	\$0.00	\$0.00
Sep-2003	106	\$1,016.74	\$10,378.63	\$152,299.76	\$0.00	\$0.00
Oct-2003	107	\$951.87	\$10,443.50	\$141,856.27	\$0.00	\$0.00
Nov-2003	108	\$886.60	\$10,508.77	\$131,347.50	\$0.00	\$0.00
Dec-2003	109	\$820.92	\$10,574.45	\$120,773.05	\$14,097.42	\$122,647.02
Jan-2004	110	\$754.83	\$10,640.54	\$110,132.51	\$0.00	\$0.00
Feb-2004	111	\$688.33	\$10,707.04	\$99,425.47	\$0.00	\$0.00
Mar-2004	112	\$621.41	\$10,773.96	\$88,651.51	\$0.00	\$0.00
Apr-2004	113	\$554.07	\$10,841.30	\$77,810.21	\$0.00	\$0.00
May-2004	114	\$486.31	\$10,909.06	\$66,901.16	\$0.00	\$0.00
Jun-2004	115	\$418.13	\$10,977.24	\$55,923.92	\$0.00	\$0.00
Jul-2004	116	\$349.52	\$11,045.85	\$44,878.07	\$0.00	\$0.00
Aug-2004	117	\$280.49	\$11,114.88	\$33,763.19	\$0.00	\$0.00
Sep-2004	118	\$211.02	\$11,184.35	\$22,578.84	\$0.00	\$0.00
Oct-2004	119	\$141.12	\$11,254.25	\$11,324.59	\$0.00	\$0.00
Nov-2004	120	\$70.78	\$11,324.59	(\$0.00)	\$0.00	\$0.00
Dec-2004	121	\$0.00	\$0.00	\$0.00	\$4,576.02	\$120,773.05
		\$407,444.38	\$950,000.00			

EXHIBIT "II-3"

ASSIGNMENT OF GOODWILL

FEDDELER ENTERPRISES, INC., an Indiana corporation, does hereby assign all of its right, title and interest in any "goodwill" to R & M ENTERPRISES, INC., an Indiana corporation, effective October 1, 1994.

FEDDELER ENTERPRISES, INC.

By: Thomas R. Feddeler
Thomas R. Feddeler, President

and: Janette R. Mezydlo
Janette R. Mezydlo, Secretary

EXHIBIT II-4

9/29/94

SECURITY AGREEMENT

AGREEMENT MADE this 1st day of October, 1994, between R & M ENTERPRISES, INC., of Lowell, Indiana, an Indiana corporation, hereinafter called the "DEBTOR", FEDDELER ENTERPRISES, INC., of Lowell, Indiana, an Indiana corporation, hereinafter called the "SECURED PARTY", ROBERT W. FEDDELER AND RAMONA MARY FEDDELER, jointly and severally, and ROBERT W. FEDDELER, TRUSTEE, U/T/A DATED 1/29/89, ROBERT W. FEDDELER, GRANTOR, hereinafter referred to as "GUARANTOR" and DEMOTTE STATE BANK, of Lowell, Indiana, hereinafter called the "ESCROW AGENT";

WITNESSETH:

WHEREAS, at the time of the execution of this agreement the DEBTOR owes the SECURED PARTY Nine Hundred Eighty Thousand Dollars (\$980,000.00), which is evidenced by an Installment Promissory Note dated October 1, 1994, in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000.00) and the assumption by DEBTOR of Twenty Thousand Dollars (\$20,000.00) equipment indebtedness, as a result of the purchase by DEBTOR of equipment, machinery, and goodwill of FEDDELER ENTERPRISES, INC. ("Corporation"), hitherto owned by SECURED PARTY, and

WHEREAS, to induce SECURED PARTY to consummate said transaction, the DEBTOR has agreed to grant a security interest in said equipment, machinery, and goodwill as security for the payment of the unpaid \$960,000.00 indebtedness, assumption of an

EXHIBIT II-5